



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840
Internet: <https://us06web.zoom.us/j/96728393278>
Phone: 888 475 4499 and Meeting ID: 967 2839 3278

January 26, 2023

4:00 PM

City Hall Council Chambers

Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.

1. Call to Order.

2. Executive Session Agenda.

2.1 Executive Session is closed to the public and will be held in the 1938 Executive Conference Room.

The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop or Regular Agendas and return into Executive Session to seek legal advice from its attorney regarding any item on the Workshop, Consent or Regular agendas under Chapter 551, Texas Government Code.

2.2 Consultation with Attorney {Gov't Code Section 551.071};

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed.

- a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas.
- b. McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas.
- c. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
- d. Robert Danny Clack, II v. City of College Station, et al., Civil Action No. 4:22-cv-02404, in the U.S. District Court for the Southern District of Texas, Houston Division.
- e. Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas.
- f. Legal advice regarding City facility use policies and the public's rental and use of City-owned buildings and facilities.

2.3 Personnel {Gov't Code Section 551.074};

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. Zoning Board of Adjustments
- b. City Manager
- c. Council Self Evaluation

3. The Open Meeting will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any

4. Pledge of Allegiance, Invocation, and Consider Absence Request.

Speaker Protocol

An individual who desires to address the City Council regarding any agenda item other than those items posted for Executive Session must register with the City Secretary two (2) hours before the meeting being called to order. Individuals shall register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council using a translator may speak for six (6) minutes. The speaker's microphone will mute when the allotted time expires and the speaker must leave the podium.

5. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

6. Workshop Items.

- 6.1. Presentation, discussion, and possible action regarding proposals received in response to Request for Information 23-018 - Affordable Housing Development in College Station through the Texas Department of Housing and Community Affairs 2023 9% Low-Income Housing Tax Credit allocation process.

Sponsors: Debbie Eller

Attachments: 1. Location Maps

- 6.2. Presentation, discussion, and possible action regarding the nature of Electric Vehicle (EV) Fast Charger stations and the City's addition of a retail electric rate to address this new customer type.

Sponsors: Timothy Crabb

Attachments: None

7. Consent Agenda.

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

7.1. Presentation, discussion, and possible action of minutes for:

- January 12, 2023 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM011223 DRAFT Minutes

7.2. Presentation, discussion, and possible action on the First Amendment to Resolution No. 08-25-22-8.4, that adopts fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance”, Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.

Sponsors: Mary Ellen Leonard

Attachments: 1. FY 22-23 Fee Resolution 01.26.23 - Final (1)
2. FY 22-23 Fee Resolution 01.26.23 - redline

7.3. Presentation, discussion, and possible action on an ordinance amending Chapter 40, “Utilities,” Article I, “In General,” 40-11 “Payment of Bills” of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to bill payment; providing a severability clause; declaring a penalty; and providing an effective date.

Sponsors: Mary Ellen Leonard

Attachments: 1. CH 40 Sec 40-11 Payment of Bills Ord Amend 12-20-22

7.4. Presentation, discussion, and possible action regarding an ordinance amending Chapter 40, “Utilities,” Article III “Electric System,” Division 2 “Rate Schedules,” of the Code of Ordinances of the City of College Station, Texas, by amending Section 40-322 “Electric Rate Schedule TDA (transmission delivery adjustment)” and creating a new Section 40-326 “Electric Rate Schedule EV (electric vehicle fast charger);” providing a severability clause and an effective date.

Sponsors: Timothy Crabb

Attachments: 1. Ch. 40-322 TDA & 40-326 EVFC Ord

7.5. Presentation, discussion, and possible action on a \$189,696 change order to the ten-year master service agreement with Axon Enterprise, Inc. (“AXON”) for cameras and storage for eight (8) additional patrol vehicles.

Sponsors: Mike Pavelka

Attachments: 1. Change Order No.1 Contract 23300001

7.6. Presentation, discussion, and possible action regarding adoption of a resolution consenting to the issuance of bonds by the Brazos County Municipal Utility District No. 1 in an amount not to exceed \$4,005,000 for water improvements.

Sponsors: Mary Ellen Leonard

Attachments: 1. Brazos County MUD #1 Bond Resolution 1-26-23

7.7. Presentation, discussion, and possible action regarding the purchase of Advanced Metering Infrastructure (AMI) electric meters for Electric warehouse inventory stock from Landis+Gyr Technology, Inc. for an amount not to exceed \$216,023.96.

Sponsors: Mary Ellen Leonard

Attachments: 1. CC Req23102412 010323

7.8. Presentation, discussion, and possible action on approving annual purchases of auto parts, shop equipment and services from NAPA Auto Parts through Purchasing Solutions Alliance purchasing cooperative not-to-exceed amount of \$180,000.

Sponsors: Mary Ellen Leonard

- Attachments: 1. 20-201 1st Amendment and Extension
2. NAPA Award Letter

7.9. Presentation, discussion, and possible action on approving an annual blanket purchase order for parts and repair labor for fire trucks from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative not to exceed \$250,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. BuyBoard 651-21 Siddons Martin Emergency Group

7.10. Presentation, discussion, and possible action on approving annual tire purchases and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative (Contract 636-21) in the annual not-to-exceed amount of \$310,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. BuyBoard 636-21 Southern Tire Mart

7.11. Presentation, discussion, and possible action regarding the repeal of Resolution No. 2-23-2006-10.13 that will sunset the Joint Relief Funding Review Committee.

Sponsors: David Brower

Attachments: 1. Resolution

7.12. Presentation, discussion, and possible action regarding a resolution accepting a \$170,920.84 grant from the Office of the Governor for purchasing bullet resistant shields for the police department.

Sponsors: Rodney Sigler

Attachments: 1. Grant Resolution

7.13. Presentation, discussion, and possible action on a revised resolution nominating FUJIFILM Diosynth Biotechnologies, LLC for designation by the Governor's Office of Economic Development and Tourism as a Texas Enterprise Project and repealing resolution number 10-13-22-8.11.

Sponsors: Brian Piscacek

Attachments: 1. Revised Nomination Resolution

8. Regular Agenda.

8.1. Public Hearing, presentation, discussion, and possible action on an ordinance vacating and abandoning a 0.274 acre portion of a variable width Public Utility Easement, said portion lying within Lot 2, Block 1, of the Traditions Subdivision Phase 23 according to the easement recorded in Volume 13417, Page 155, of the Official Records of Brazos County, Texas.

Sponsors: Anthony Armstrong

Attachments: 1. Ordinance
2. Ordinance Exhibit A
3. Vicinity Map
4. Location Map
5. Application

8.2. Presentation, discussion, and possible action regarding the award of a contract to Brazos Paving, Inc. for base failure repairs and pavement reconstruction treatments in an amount not to exceed \$8,410,000. This item is for contracted equipment, labor, and materials for standard maintenance activities associated with asphalt streets.

Sponsors: Emily Fisher

Attachments: 1. 23-017 Base Failure Repairs and Reconstruction Bid Tab

8.3. Presentation, discussion, and possible action regarding a resolution forming a CDBG Public Service Agency Funding Review Committee.

Sponsors: David Brower

Attachments: 1. 1 - Resolution CDBG Public Service Agency FRC

8.4. Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions:

- Architectural Advisory Committee
- Audit Committee
- B/CS Library
- Bicycle, Pedestrian, and Greenways Advisory Board
- Design Review Board
- ZBA

Sponsors: Tanya Smith

Attachments: None

9. Council Calendar - Council May Discuss Upcoming Events.

10. Items of Community Interest.

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

11. Council Reports on Committees, Boards, and Commissions.

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

13. Adjourn.

The City council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on January 20, 2023 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."

January 26, 2023
Item No. 6.1.
Affordable Housing Development through LIHTC

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding proposals received in response to Request for Information 23-018 - Affordable Housing Development in College Station through the Texas Department of Housing and Community Affairs 2023 9% Low-Income Housing Tax Credit allocation process.

Relationship to Strategic Goals:

Financial Sustainability, Core Services & Infrastructure, Neighborhood Integrity, Diverse & Growing Economy

Recommendation(s): Staff recommends discussion and direction from City Council regarding possible action on two (2) proposed applications for the 2023 9% Low-Income Housing Tax Credit Program.

Summary: The 9% Low Income Housing Tax Credit Program is one of the primary means of directing private capital toward the development and preservation of affordable rental housing for low-income households. Tax credits are awarded to eligible participants to offset a portion of their federal tax liability in exchange for the production or preservation of affordable rental housing. This program is highly competitive and awarded on a regional basis. Applications are scored and ranked within their region and in accordance with the rules and laws outlined in the Qualified Allocation Plan approved by the Governor.

Staff will provide a presentation regarding the demonstrated need for more affordable rental units in College Station, a summary of Fair Housing requirements, a summary of the 9% Low Income Housing Tax Credit program and scoring criteria, and details regarding two (2) proposals received in response to Request for Information - Affordable Housing Development (RFI 23-018).

The presentation will include locations of each proposed development, type of development, number of rental units broken down by affordable and market rate, and basic amenities and services. City Council has several options available, including support of one application, none, all or a combination; or providing a resolution of no objection to one, none, all or a combination.

Budget & Financial Summary: N/A

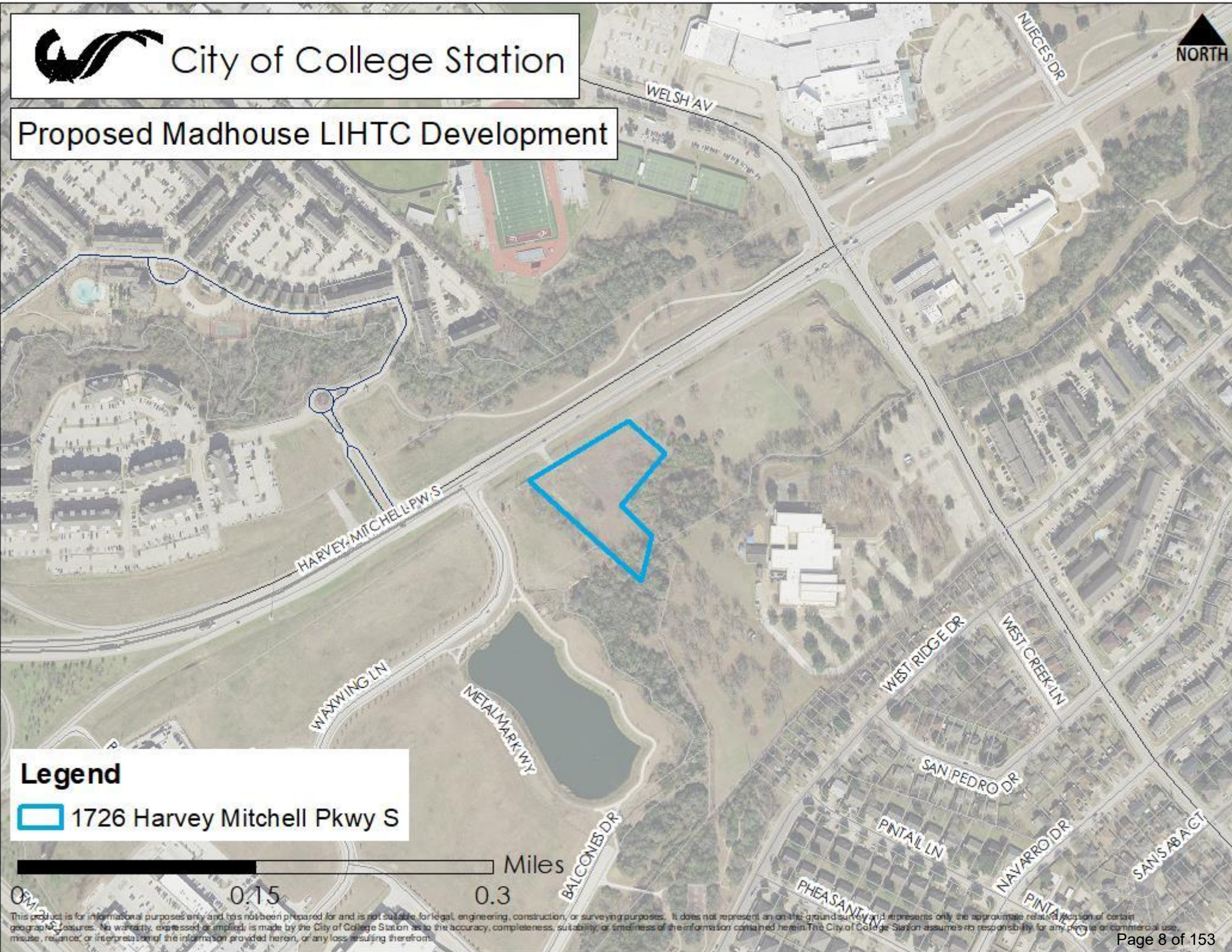
Attachments:

1. Location Maps




City of College Station

Proposed Madhouse LIHTC Development



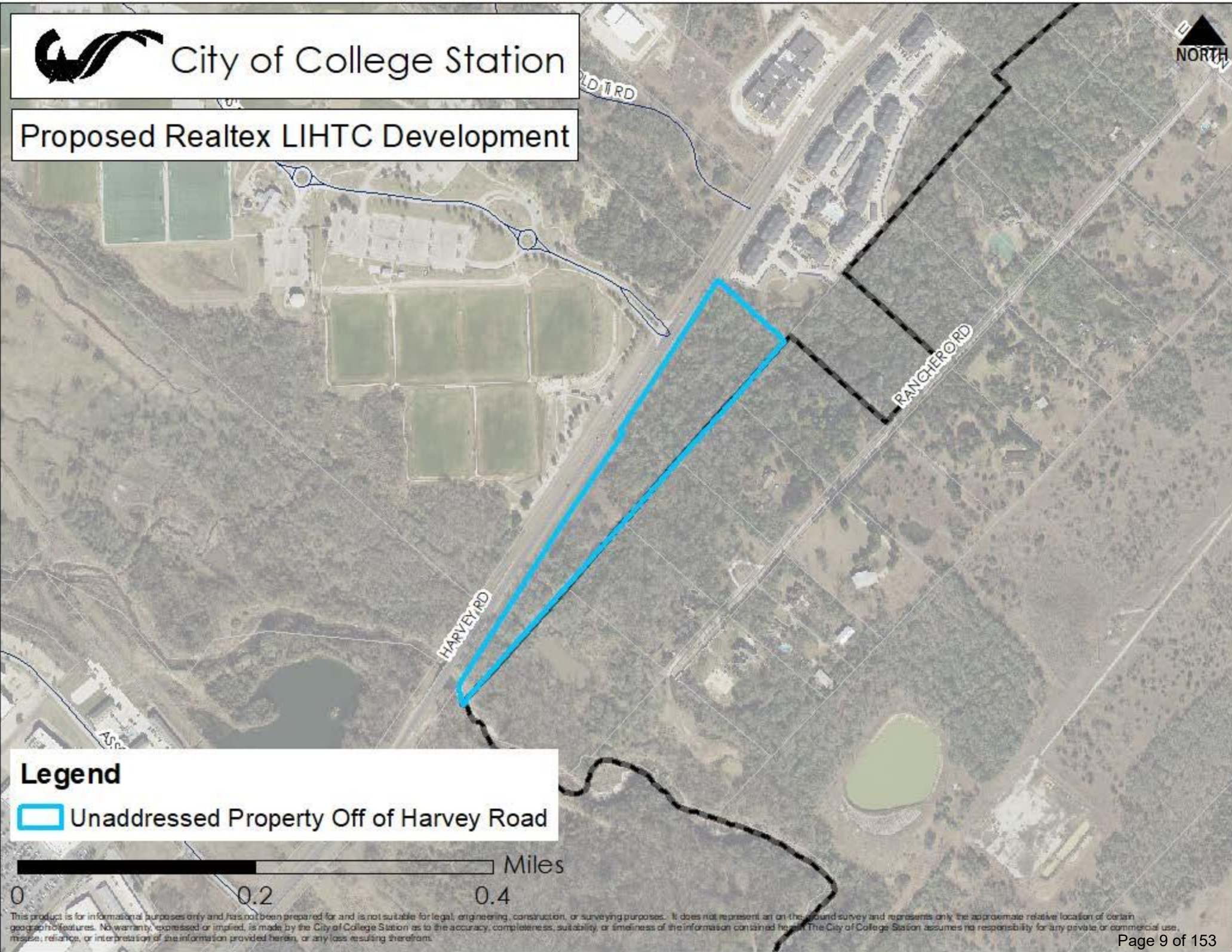
Legend

 1726 Harvey Mitchell Pkwy S



City of College Station

Proposed Realtex LIHTC Development



Legend

 Unaddressed Property Off of Harvey Road

0 0.2 0.4 Miles

This product is for informational purposes only and has not been prepared for and is not suitable for legal, engineering, construction, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of certain geographic features. No warranty, expressed or implied, is made by the City of College Station as to the accuracy, completeness, suitability, or timeliness of the information contained herein. The City of College Station assumes no responsibility for any private or commercial use, misuse, reliance, or interpretation of the information provided herein, or any loss resulting therefrom.

January 26, 2023

Item No. 6.2.

Presentation on Level 3 Electric Vehicle Fast Chargers

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the nature of Electric Vehicle (EV) Fast Charger stations and the City's addition of a retail electric rate to address this new customer type.

Relationship to Strategic Goals:

Core Services and Infrastructure

Financially Sustainable City

Recommendation(s): Staff recommends Council receive this presentation.

Summary: EV fast charging stations can place large demands on the electric system infrastructure but may not use a corresponding large amount of energy. Thus, these customers have the potential to exhibit a poor load factor which is not accounted for in our current rate structure. This can represent a risk to the electric utility's fixed cost recovery. College Station Utilities partnered with a consultant, NewGen Strategies & Solutions, to develop a rate structure to appropriately address that risk.

Budget & Financial Summary: N/A

Attachments:

None

**January 26, 2023
Item No. 7.1.
Minutes**

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:

- January 12, 2023 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM011223 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
JANUARY 12, 2023

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, Assistant City Attorney
Ian Whittenton, Deputy City Secretary
Kristen Hejny, Administrative Support Specialist

1. Call to Order and Announce a Quorum is Present.

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on January 12, 2023, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:01 p.m. on January 12, 2023, to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:
- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
 - McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and
 - Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas

- Robert Danny Clack, II v. City of College Station, et al., Civil Action No. 4:22-cv-02404, in the U.S. District Court for the Southern District of Texas, Houston Division
- Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas

D. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- Construction Board of Adjustments
- Planning and Zoning Commission
- Zoning Board of Adjustments
- City Secretary
- Council Self-Evaluation

3. Reconvene from Executive Session and take action, if any.

Executive Session recessed at 6:12 p.m. No action was taken.

4. Pledge of Allegiance, Invocation, consider absence request.

5. Hear Visitors Comments

Matthew Rother, College Station, came before Council to speak on Brazos Valley Cares and its role in the community.

Susan Marty, College Station, came before Council to speak on Brazos Valley Cares and its role in the community, stating that the Stake Your Support event will be held on March 25, 2023

John Nicks, Plantersville, came before Council to present dash cam footage of an accident in his personal vehicle and thank Officer Shawn Tarantino of the College Station Police Department for his professional response.

6. WORKSHOP ITEMS

6.1. Presentation, discussion, and possible action regarding the future process for the allocation of Community Development Block Grant Public Service Agency Funds.

David Brower, Community Development Analyst, explained to Council that since 1985, the Cities of College Station and Bryan have partnered to jointly award Community Development Block Grant (CDBG) funds to nonprofit health and human service programs that primarily benefit low to moderate income residents. CDBG allows no more than 15% of a city's annual allocation to be used for this type of funding. The Joint Relief Funding Review Committee (JRFRC) was created to allow three Council appointed volunteers from College Station and three from Bryan to evaluate proposals and to recommend funding as part of each City's Council approved Annual Action Plan and Budget. Since 1985 the JRFRC has recommended over 9.8 million dollars in funding (5.2 million from College Station and 4.6 million from Bryan) to 50 different agencies.

The City of Bryan notified City of College Station staff in September of 2022 of their intent to sunset the JRFRC and the Bryan City Council voted to discontinue the JRFRC process and adopt a new, internal method at their November 17, 2022 meeting. The City of Bryan cited decreased funding

amounts, increased proposal evaluation timelines, and the staff time required to administer the JRFRC process as reasons for their decision. Staff is seeking direction from City Council on developing a new process to allocate City of College Station CDBG Public Service Agency funds to fund nonprofit programs benefiting low- and moderate-income residents. Staff will present options and gather input to create this new process.

A consensus of council directed staff bring back a potential process which would include citizen comment and evaluation of applicants for funding, give preference to serving residents of College Station, and pursue communication and collaboration with the City of Bryan.

6.2. Presentation and discussion regarding an update on the 88th session of the Texas Legislature.

Ross Brady, Assistant to the City Manager, introduced Jennifer Rodriguez to the Council as our legislative consultant to provide an update on the 88th session of the Texas Legislature.

Jennifer Rodriguez, Attorney at Law, provided an update outlining what can be expected to occur during the 2023 legislative session, which bills are likely to impact local governments, and ways in which the city can participate in the legislative process. Current legislators and legislators-elect filed bills in advance of the legislature convening January 10th and as of January 11th there are 1,252 House bills and 351 Senate bills filed with March 10th being the last day to file new bills.

Key Issues for the 88th Legislature:

- State Budget for the 2024-2025 Biennium
- \$32.7 Billion Budget Surplus
- Property Tax Relief
- Education Funding
- Border Security
- School Security
- Electric Grid Improvements

6.3. Presentation, discussion, and possible action regarding the adoption of resolution 01-12-23-6.3 establishing the City's legislative program for the 88th session of the Texas Legislature.

Ross Brady, Assistant to the City Manager, stated that the City's legislative program directs the City Manager and staff to support or oppose issues likely to arise during the 88th Legislative Session, and to communicate those stances to members of the Texas Legislature. Staff request Council direction on the proposed positions outlined:

- Local Control
- Finance
- Water Rights
- Electricity
- Growth & Development
- Public Safety

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Smith, the City Council voted six (6) for and (1) opposed, with Councilmember Yancy voting against, to approve Resolution 01-12-23-6.3 with the addition of a condition to “Finance” that the city will

support legislation which will more accurately reflect the calculations of property appraisal values. The motion carried.

Fred Dupriest, College Station, came before Council to urge them to add support for local zoning control to the resolution.

John Nicks, Plantersville, came before Council to state his opinion that local governments should not employ lobbyist to influence other branches of government.

7. CONSENT ITEMS

Presentation, discussion, and possible action on consent items which consist of ministerial, or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.

Items 7.2, 7.4, 7.6 were pulled from Consent for clarification.

(7.2) Sam Rivera, Information Technologies CIO, clarified that this quote only includes software.

(7.4) Sam Rivera, Information Technologies CIO, explained the circumstances necessitating this change order.

(7.6) Emily Fischer, Director of Public Works, explained that this is an increase to an annual price agreement.

7.1. Presentation, discussion, and possible action of minutes for:

- **December 8, 2022 Council Meeting**

7.2. Presentation, discussion, and possible action regarding a three-year enterprise agreement with SHI for Microsoft software licenses for \$302,915.64 per year

7.3. Presentation, discussion, and possible action on the FY23 BVWACS budget.

7.4. Presentation, discussion, and possible action on a change order for \$74,426 to the utility billing software master services agreement with Origin Utility, Inc.

7.5. Presentation, discussion, and possible action regarding a HOME Investment Partnership Program Community Housing Development Organization funding agreement in the amount of \$274,800 with Elder Aid to provide funds to acquire and rehabilitate a duplex located at 1225-1227 Georgia Street.

7.6. Presentation, discussion, and possible action regarding the approval of an annual price agreement for the purchase of Cement Treated Base and Type D Grade 1 Cement Treated (4%) Recycled Crushed Concrete Base with Brazos Paving, Inc. for an amount not to exceed \$734,800.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items. The motion carried unanimously.

8. REGULAR ITEMS

8.1. Presentation, discussion, and possible action regarding the appointment of Councilmembers to boards and commissions.

- Arts Council: Councilmember Cunha
- Blinn College Brazos County Advisory Committee: No Appointment
- Brazos County Health Board (2-year term): Councilmember Yancy
- BV Community Emergency Operations Center Policy Advisory Board: Mayor Nichols and Councilmember Harvell
- BV Council of Governments Board of Directors: Mayor Nichols
- BV Council of Gov't Intergovernmental Committee (2-year term): Mayor Nichols and Councilmember Smith
- BV Economic Development Corporation (3-year term): Mayor Nichols
- Brazos Valley Solid Waste Management Agency Board of Directors (one full 3-year term and one partial 1-year unexpired term): Mayor Nichols and Councilmember Smith
- BV Wide Area Communications System: Councilmember Wright
- Regional Transportation Committee for Council of Governments: Councilmember Yancy
- Bryan/College Station Metropolitan Planning Organization: Mayor Nichols
- Rellis External Advisory Council: No appointment
- Sister Cities (3-year term): Councilmember Maloney
- Spring Creek Local Government Corporation Services: Councilmember Yancy and Smith
- Architectural Advisory Committee (2-year term): Mayor Nichols, Councilmembers Cunha and Harvell
- Audit Committee (2-year term): Mayor Nichols (Chair) and Councilmember Smith
- Budget and Finance: Mayor Nichols (Chair), Councilmembers Cunha and Maloney
- College Station History Sub-Committee: Councilmembers Harvell, Wright, and Maloney
- College Station for the Renaming of City-owned Facilities Sub-Committee: Body was sunset
- Compensation and Benefits: Mayor Nichols, Councilmembers Yancy and Smith
- Economic Development: Mayor Nichols (Chair), Councilmembers Yancy and Wright
- Transportation & Mobility: Councilmembers Cunha (Chair), Smith, and Harvell

MOTION: Upon a motion made by Mayor Nichols, and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve the appointments of Councilmembers to boards and commissions stated above. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Harvell, and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to approve the appointments of Councilmembers to internal committees as stated above. The motion carried unanimously.

8.2. Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions:

- **Planning and Zoning Commission**
- **Construction Board of Adjustments**
- **Zoning Board of Adjustments**
- **Impact Fee Advisory Committee**
- **Parks and Recreation Board**
- **Historic Preservation Committee**

(P&Z) Planning and Zoning Commission

MOTION: Upon a motion made by Mayor Nichols, and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to appoint Dennis Christiansen to Position 6 as chairperson for a 1 year term, Jason Cornelius to Position 4 for a 3 year term, Marcus Chaloupka to Position 2 for a 2 year term, Aron Collins to Position 3 for a 3 year term, and David White to Position 7 for a 1 year term, to the P&Z Commission. The motion carried unanimously.

(CBA) Construction Board of Adjustments

MOTION: Upon a motion made by Mayor Nichols, and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to appoint Cynthia Giedraitis to Position 5 for a 3 year term, and William Eide to Alternate 1 for a 3 year term, to the Construction Board of Adjustments. The motion carried unanimously.

(ZBA) Zoning Board of Adjustments

MOTION: Upon a motion made by Mayor Nichols, and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to appoint James Hutchens to Alternate 1 for a 2 year term, William Eide to Alternate 2 for a 2 year term, Cynthia Giedraitis to Position 3 for a 2 year term, Kevin Bishop to Alternate 3 for a 2 year term, Michael Martinez to Position 4 for a 1 year term, and Trent Thomas to Alternate 4 for a 2 year term; to the Zoning Board of Adjustments. The motion carried unanimously.

(IFAC) Impact Fee Advisory Committee

MOTION: Upon a motion made by Councilmember Maloney, and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to appoint John Magruder and Richard Woodward to the Impact Fee Advisory Committee. The motion carried unanimously.

Parks and Recreation Board

A majority of council appointed Dr. David Scott to Position 4 for a 3 year term, Scott Shafer to Position 5 for a 3 year term, and Dr. Gary Halter to Position 6 for a 3 year term.

MOTION: Upon a motion made by Councilmember Harvell, and a second by Councilmember Cunha, the City Council voted seven (7) for and none (0) opposed, to appoint David Higdon as chairperson of the Parks and Recreation Board. The motion carried unanimously.

(HPC) Historic Preservation Committee

A majority of council appointed Gerald Burgner to Position 1 for a 3 year term, Louis Hodges to position 2 for a 3 year term, Ben White to Position 4 for a 2 year term, Dr. Gary Halter to Position 7 for a 1 year term, Lisa Mouton to Position 6 for a 2 year term, Tom Turbiville to Position 3 for a 3 year term, and Jessica Williams to Position 8 for a 1 year term to the Historic Preservation Committee.

MOTION: Upon a motion made by Councilmember Harvell, and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to appoint Gerald Burgner as chairperson of the Historic Preservation Committee. The motion carried unanimously.

9. Council Calendar

Council reviewed the calendar.

10. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Councilmember Wright spoke on the Exploring History luncheon on the third Wednesday of each month.

11. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Councilmember Maloney spoke on his attendance at a recent Wreaths Across America event.

12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Councilmember Cunha clarified her previous request for a report regarding solicitors, requesting clarification under the city's solicitation ordinance.

Councilmember Yancy requested an item from staff on public safety.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the Meeting of the City Council at 8:43 p.m. on Thursday, January 12, 2023.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

January 26, 2023
Item No. 7.2.
Spring Fee Resolution Amendment

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the First Amendment to Resolution No. 08-25-22-8.4, that adopts fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance”, Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approve the First Amendment to Resolution No. 08-25-22-8.4 to update certain sections and fees for Fiscal Year 2023.

Summary: All fees, rates and charges in the Code of Ordinances are adopted by resolution of the City Council as provided in Sec. 2-117 of the Code. On August 25, 2022, the Fiscal Year 2023 fees were adopted by Council. However, electric vehicle usage charges were not included as additional research was necessary. In addition, it is recommended that the electric rates be simplified by removing the summer / winter differential. Electric Vehicle Fast Charger rates and the summer / winter differential changes are included as part of this amendment. This First Amendment to Resolution No. 08-25-22-8.4 updates the affected sections, fees, rates and charges for Fiscal Year 2023.

While implementing configurations for the utility billing software upgrade, it was discovered that the calculation of late charges and penalties in the software is different than the current flat amount. In order to avoid costly change orders related to software customization, staff is recommending that Resolution No. 08-25-22-8.4 be amended to align with the software calculation. The change in calculation will go into effect when this First Amendment to Resolution No. 08-25-22-8.4 is passed.

Budget & Financial Summary: This change will not impact the budget.

Attachments:

1. FY 22-23 Fee Resolution 01.26.23 - Final (1)
2. FY 22-23 Fee Resolution 01.26.23 - redline

RESOLUTION NO.

FIRST AMENDMENT TO RESOLUTION NO. 08-25-22-8.4

FIRST AMENDMENT TO RESOLUTION NO. 08-25-22-8.4 OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), THAT ESTABLISHED FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 “ADMINISTRATION”, ART. V. “FINANCE”, DIV. 2 “FEES, RATES AND CHARGES” OF THE CODE OF ORDINANCES.

WHEREAS, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

WHEREAS, Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; and

WHEREAS, on August 25, 2022, the City of College Station adopted Resolution No. 08-25-22-8.4 that established fees, rates and charges as authorized in Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances; and

WHEREAS, the City of College Station now wishes to amend certain sections of Resolution No. 08-25-22-8.4, as shown in this First Amendment to Resolution No. 08-25-22-8.4; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That the City Council in Resolution No. 08-25-22-8.4 approved, authorized and established the fees, rates and charges as provided by Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas, and now needs to amend certain sections of Resolution No. 08-25-22-8.4, as shown in **Exhibit A, “Fees, Rates and Charges”**.
- PART 2:** That reference to a Chapter, Article, Division or Section in **Exhibit A, “Fees, Rates and Charges”** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.
- PART 3:** That the City Council is only amending certain sections of Resolution No. 08-25-22-8.4, as shown in **Exhibit A, “Fees, Rates and Charges”**, and all other parts of said current resolution not expressly amended herein shall remain effective as of the date of its original passage.
- PART 4:** That this First Amendment to Resolution No. 08-25-22-8.4 shall become effective immediately after passage and approval.

ADOPTED this 26th day of January, 2023.

ATTEST:

City Secretary

APPROVED:

City Attorney

APPROVED:

Mayor

EXHIBIT A

FEES, RATES AND CHARGES

CHAPTER 40: UTILITIES

1. Article I. In General

c. Sec. 40-11. Payment of bills.

- i. All payments must be received by the Utility Customer Service Office on or before the due date to avoid late charges or penalties. Payments received after the due date are assessed a late charge or penalty equaling ten percent (10%) of the current monthly charges.

3. Article III. Electric System

Division 2. Rate Schedules

a. Sec. 40-315. Electric Rate Schedule R (residential customers).

- Rate:
 1. Service charge: **\$7.00** per month; plus
 2. Energy charge: **\$0.1187** per kWh for all kWh; plus
 3. Transmission Delivery Adjustment: **\$0.0166** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.1192/kWh.**
 2. 50% participation: **\$0.1214/kWh.**
 3. 100% participation: **\$0.1242/kWh.**

b. Sec. 40-316. Electric Rate Schedule R-1 (master metered residential units).

- Rate:
 1. Service charge: **\$100** per month; plus
 2. Energy charge: **\$0.1187** per kWh for all kWh; plus
 3. Transmission Delivery Adjustment: **\$0.0166** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.1192/kWh.**
 2. 50% participation: **\$0.1214/kWh.**
 3. 100% participation: **\$0.1242/kWh.**

c. Sec. 40-317. Electric Rate Schedule SC (small commercial customers).

- Rate:
 1. Service charge: **\$9.00** per month; plus
 2. Energy charge: First 1,000 kWh **\$0.1379** per kWh, **\$0.1032** per kWh for all kWh over 1000; plus
 3. Transmission Delivery Adjustment: **\$0.0166** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: First 1,000 kWh **\$0.1385**, **\$0.1037** all additional kWh.
 2. 50% participation: First 1,000 kWh **\$0.1407**, **\$0.1059** all additional kWh.
 3. 100% participation: First 1,000 kWh **\$0.1434**, **\$0.1087** all additional kWh.

d. Sec. 40-318. Electric Rate Schedule LP-1 (medium commercial customers).

- i. Rate:
 1. Service charge: **\$25.00** per month; plus
 2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
 3. Energy charge: **\$0.0703** per kWh for all kWh; plus
 4. Transmission Delivery Adjustment: **\$0.0166** per kWh.
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 1. **\$199.10** - per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.0708/kWh**.
 2. 50% participation: **\$0.0730/kWh**.
 3. 100% participation: **\$0.0758/kWh**.

e. Sec. 40-319. Electric Rate Schedule LP-2 (large commercial).

- i. Rate:
 1. Service charge: **\$75.00** per month; plus
 2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
 3. Energy Charge: **\$0.0674** per kWh for all kWh; plus
 4. Transmission Delivery Adjustment: **\$0.0166** per kWh.
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 1. **\$3,514.50** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.

2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- iii. The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:
 1. On-peak demand charge: **\$7.32**; plus
 2. Off-peak demand charge: **\$4.13**.
- iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10%: **\$0.0680/kWh**.
 2. 50%: **\$0.0702/kWh**.
 3. 100%: **\$0.0729/kWh**.

f. Sec. 40-320. Electric rate Schedule LP-3 (industrial and institutional).

- i. Rate:
 1. Service charge: **\$250.00** per month; plus
 2. Demand charge: **\$10.84** per kW of monthly billing demand; plus
 3. Energy charge: **\$0.0651** per kWh for all kWh; plus
 4. Transmission Delivery Adjustment: **\$0.0166** per kWh.
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest of the following charges:
 1. **\$16,538.34** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- iii. The applicable rate schedule demand charges shall be replaced by the on-peak/off-peak rates established in Section 2-117.
 1. On-Peak Demand Charge: **\$7.32**, plus
 2. Off-Peak Demand Charge: **\$4.13**
- iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.0657/kWh**.
 2. 50% participation: **\$0.0679/kWh**.
 3. 100% participation: **\$0.0706/kWh**.

g. Sec. 40-321. Electric Rate Schedule SL (security lights).

- i.** The rates per month per light are established in Section 2-117.
 - 1.** 100 Watt (or equivalent) **\$17.22.**
 - 2.** 200 Watt (or equivalent) **\$26.65.**
 - 3.** 400 Watt (or equivalent) **\$33.40.**

h. Sec. 40-323. Electric Rate Schedule PQF.

i. Rate. The City will pay the QF producer for all power purchased at the following rates:

- 1.** Capacity. No payment shall be made, except by separate firm power contract between the producer and the City.
- 2.** Energy. The metered output from the producer will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value. In the event that the producer exercises the option to sell power to the City, there will be assessed, in addition to the minimum monthly bill requirements under the applicable service rate schedule, a customer service charge of **\$15.00** per month to cover costs realized for metering, billing, maintenance, administrative, and other expenses necessary to maintain service to the QF.

i. Sec. 40-325. Electric Rate Schedule SRE.

- i.** Rate. In a billing month after the retail customer receives approval to interconnect their on-site generating system to the City's electric distribution system, the customer will be billed:
 - 1.** Based upon their current electric service rate for the kilowatt-hours used from the City's electric distribution system. The excess kilowatt-hours that are passed back to the system from their on-site generation will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value.
 - 2.** The calculated amount for the excess kilowatt-hours passed back to the system will be credited to the current balance of the retail customer's utility account. If a credit exists at any time on the account, the customer may request in writing a refund for the credit amount. If the customer closes the account with a credit remainder in their account, they will be refunded this amount.

j. Sec. 40-326. Electric Rate Schedule EV (electric vehicle fast charger).

i. Rate:

- 1. Service charge: \$75.00** per month; plus
- 2. Demand charge: \$11.44** per kW of monthly billing demand; plus
- 3. Energy Charge: \$0.0674** per kWh for all kWh; plus
- 4. Transmission Delivery Adjustment: \$0.0166** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

- 1. \$3,514.50** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.**
- 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.**

iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

- 1. 10%: \$0.0680/kWh.**
- 2. 50%: \$0.0702/kWh.**
- 3. 100%: \$0.0729/kWh.**

FIRST AMENDMENT TO RESOLUTION NO. 08-25-22-8.4

AFIRST AMENDMENT TO RESOLUTION NO. 08-25-22-8.4 OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), ~~THAT ESTABLISHED~~ ~~THE~~ FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 “ADMINISTRATION”, ART. V. “FINANCE”, DIV. 2 “FEES, RATES AND CHARGES” OF THE CODE OF ORDINANCES; ~~AND REPEALING PRIOR FEES, RATES AND CHARGES FOUND RESOLUTIONS AND AMENDMENTS.~~

WHEREAS, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

WHEREAS, Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; and

WHEREAS, on August 25, 2022, the City of College Station adopted Resolution No. 08-25-22-8.4 that established fees, rates and charges as authorized in Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances; and

WHEREAS, the City of College Station now wishes to amend certain sections of Resolution No. 08-25-22-8.4, as shown in this First Amendment to Resolution No. 08-25-22-8.4; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council ~~has in Resolution No. 08-25-22-8.4~~ approved, authorized and established the fees, rates and charges as provided by Chapter 2 “Administration”, Art. V. “Finance”, Div. 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas, and now needs to amend certain sections of Resolution No. 08-25-22-8.4, as shown in **Exhibit A, “Fees, Rates and Charges”**.

PART 2: That reference to a Chapter, Article, Division or Section in **Exhibit A, “Fees, Rates and Charges”** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.

PART 3: That the City Council is only amending certain sections of Resolution No. 08-25-22-8.4, as shown in Exhibit A, “Fees, Rates and Charges”, and all other parts of said current resolution not expressly amended herein shall remain effective as of the date of its original passage.~~hereby repeals all prior resolutions and amendments establishing any fees, rates or charges as are established in Exhibit A, “Fees, Rates and Charges”.~~

PART 4: That this First Amendment to resolution Resolution No. 08-25-22-8.4 shall become effective immediately after passage and approval.

ADOPTED this 26th day of January, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

FEES, RATES AND CHARGES

CHAPTER 40: UTILITIES

1. Article I. In General

c. Sec. 40-11. Payment of bills.

- ~~i. Payments must be received at the Utility Customer Service Office on or before the due date to avoid late charges. Payments received after the due date will be assessed a penalty equaling ten percent of the current monthly charges with a minimum charge of \$3.30.~~
- i. All payments must be received by the Utility Customer Service Office on or before the due date to avoid late charges or penalties. Payments received after the due date are assessed a late charge or penalty equaling ten percent (10%) of the current monthly charges.

3. Article III. Electric System Division 2. Rate Schedules

a. Sec. 40-315. Electric Rate Schedule R (residential customers).

- Rate:
 - 1. Service charge: \$7.00 per month; plus
 - 2. Energy charge: \$0.1187 per kWh for all kWh; ~~plus, except \$0.1136 per kWh for all kWh in the billing months of November through April;~~ plus
 - 3. Transmission Delivery Adjustment: \$0.0166 per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 - 1. 10% participation: ~~\$0.1192/-per kWh for all kWh, except \$0.1142 per kWh for all kWh in the billing months of November through April.~~
 - 2. 50% participation: ~~\$0.1214/-per kWh for all kWh, except \$0.1164 per kWh for all kWh in the billing months of November through April.~~
 - 3. 100% participation: ~~\$0.1242/-per kWh for all kWh, except \$0.1191 per kWh for all kWh in the billing months of November through April.~~

b. Sec. 40-316. Electric Rate Schedule R-1 (master metered residential units).

- Rate:
 - 1. Service charge: \$100 per month; plus
 - 2. Energy charge: \$0.1187 per kWh for all kWh; ~~plus, except, \$0.1136 per kWh for all kWh in the billing months of November through April; plus~~

3. Transmission Delivery Adjustment: **\$0.0166** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: ~~\$0.1192/-per kWh for all kWh, except \$0.1142 per kWh for all kWh in the billing months of November through April.~~
 2. 50% participation: ~~\$0.1214/-per kWh for all kWh, except \$0.1164 per kWh for all kWh in the billing months of November through April.~~
 3. 100% participation: ~~\$0.1242/-per kWh for all kWh, except \$0.1191 per kWh for all kWh in the billing months of November through April.~~
- c. **Sec. 40-317. Electric Rate Schedule SC (small commercial customers).**
 - Rate:
 1. Service charge: **\$9.00** per month; plus
 2. Energy charge: First 1,000 kWh **\$0.1379** per kWh, **\$0.1032** per kWh for all kWh over 1000; plus
 3. Transmission Delivery Adjustment: **\$0.0166** per kWh.
 - Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: First 1,000 kWh **\$0.1385**, **\$0.1037** all additional kWh.
 2. 50% participation: First 1,000 kWh **\$0.1407**, **\$0.1059** all additional kWh.
 3. 100% participation: First 1,000 kWh **\$0.1434**, **\$0.1087** all additional kWh.
- d. **Sec. 40-318. Electric Rate Schedule LP-1 (medium commercial customers).**
 - i. Rate:
 1. Service charge: **\$25.00** per month; plus
 2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
 3. Energy charge: **\$0.0703** per kWh for all kWh; plus
 4. Transmission Delivery Adjustment: **\$0.0166** per kWh.
 - ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 1. **\$199.10** - per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10% participation: **\$0.0708/kWh.**
 2. 50% participation: **\$0.0730/kWh.**
 3. 100% participation: **\$0.0758/kWh.**
- e. **Sec. 40-319. Electric Rate Schedule LP-2 (large commercial).**
 - i. Rate:

1. Service charge: **\$75.00** per month; plus
2. Demand charge: **\$11.44** per kW of monthly billing demand; plus
3. Energy Charge: **\$0.0674** per kWh for all kWh; plus
4. Transmission Delivery Adjustment: **\$0.0166** per kWh.
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 1. **\$3,514.50** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- iii. The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:
 1. On-peak demand charge: **\$7.32**; plus
 2. Off-peak demand charge: **\$4.13**.
- iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
 1. 10%: **\$0.0680/kWh**.
 2. 50%: **\$0.0702/kWh**.
 3. 100%: **\$0.0729/kWh**.

f. Sec. 40-320. Electric rate Schedule LP-3 (industrial and institutional).

- i. Rate:
 1. Service charge: **\$250.00** per month; plus
 2. Demand charge: **\$10.84** per kW of monthly billing demand; plus
 3. Energy charge: **\$0.0651** per kWh for all kWh; plus
 4. Transmission Delivery Adjustment: **\$0.0166** per kWh.
- ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest of the following charges:
 1. **\$16,538.34** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- iii. The applicable rate schedule demand charges shall be replaced by the on-peak/off-peak rates established in Section 2-117.
 1. On-Peak Demand Charge: **\$7.32**, plus
 2. Off-Peak Demand Charge: **\$4.13**
- iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

1. 10% participation: **\$0.0657/kWh.**
2. 50% participation: **\$0.0679/kWh.**
3. 100% participation: **\$0.0706/kWh.**

g. Sec. 40-321. Electric Rate Schedule SL (security lights).

- i. The rates per month per light are established in Section 2-117.
 1. 100 Watt (or equivalent) **\$17.22.**
 2. 200 Watt (or equivalent) **\$26.65.**
 3. 400 Watt (or equivalent) **\$33.40.**

h. Sec. 40-323. Electric Rate Schedule PQF.

- i. **Rate. The City will pay the QF producer for all power purchased at the following rates:**

1. Capacity. No payment shall be made, except by separate firm power contract between the producer and the City.
2. Energy. The metered output from the producer will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value. In the event that the producer exercises the option to sell power to the City, there will be assessed, in addition to the minimum monthly bill requirements under the applicable service rate schedule, a customer service charge of **\$15.00** per month to cover costs realized for metering, billing, maintenance, administrative, and other expenses necessary to maintain service to the QF.

i. Sec. 40-325. Electric Rate Schedule SRE.

- i. Rate. In a billing month after the retail customer receives approval to interconnect their on-site generating system to the City's electric distribution system, the customer will be billed:

1. Based upon their current electric service rate for the kilowatt-hours used from the City's electric distribution system. The excess kilowatt-hours that are passed back to the system from their on-site generation will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value.

- 1.2. The calculated amount for the excess kilowatt-hours passed back to the system will be credited to the current balance of the retail customer's utility account. If a credit exists at any time on the account, the customer may request in writing a refund for the credit amount. If the customer closes the account with a credit remainder in their account, they will be refunded this amount.

j. Sec. 40-326. Electric Rate Schedule EV (electric vehicle fast charger).

i. Rate:

1. Service charge: \$75.00 per month; plus
2. Demand charge: \$11.44 per kW of monthly billing demand; plus
3. Energy Charge: \$0.0674 per kWh for all kWh; plus
4. Transmission Delivery Adjustment: \$0.0166 per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

1. \$3,514.50 per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

1. 10%: \$0.0680/kWh.
2. 50%: \$0.0702/kWh.
3. 100%: \$0.0729/kWh.

January 26, 2023
Item No. 7.3.
Late Fee Ordinance Update

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance amending Chapter 40, "Utilities," Article I, "In General," 40-11 "Payment of Bills" of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to bill payment; providing a severability clause; declaring a penalty; and providing an effective date.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approval of the ordinance to update the calculation of late fees to be consistent with the new utility billing software calculation.

Summary: The Utility Customer Service department is undergoing a software upgrade as approved by Council. In the course of configuration work, it was discovered that the calculation of late charges and penalties in the software is different than the current flat amount. In order to avoid costly change orders related to software customization, staff is recommending that the ordinance be revised to be in alignment with the software calculation. The software implementation date is tentatively scheduled to be completed in fiscal year 2024.

Budget & Financial Summary: This change will not impact the budget.

Attachments:

1. CH 40 Sec 40-11 Payment of Bills Ord Amend 12-20-22

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 40, “UTILITIES,” ARTICLE I, “IN GENERAL,” 40-11 “PAYMENT OF BILLS” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO BILL PAYMENT; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** Chapter 40, “Utilities,” Article I, “In General,” 40-11 “Payment of Bills” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That **Chapter 40, “Utilities,” Article I, “In General,” 40-11 “Payment of Bills”** of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 40-11. - Payment of bills.

All payments must be received by the Utility Customer Service Office on or before the due date to avoid late charges or penalties. Payments received after the due date are assessed a late charge or penalty equaling ten percent (10%) of the current monthly charges.

January 26, 2023

Item No. 7.4.

Ordinance Amendment for Electric Rate Schedule, Transmission Delivery Adjustment and EV Fast Charger

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 40, "Utilities," Article III "Electric System," Division 2 "Rate Schedules," of the Code of Ordinances of the City of College Station, Texas, by amending Section 40-322 "Electric Rate Schedule TDA (transmission delivery adjustment)" and creating a new Section 40-326 "Electric Rate Schedule EV (electric vehicle fast charger);" providing a severability clause and an effective date.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financial Sustainability

Recommendation(s): Staff recommends approval of this ordinance amendment.

Summary: The TDA is an instrument to recover costs associated with the Electric Reliability Council of Texas (ERCOT) transmission system which is utilized in the transmission of electricity to the College Station area.

Electric Vehicle Fast Charging stations (Level 3) are a high demand, low kwh usage facility. Currently, College Station Utilities (CSU) does not have a rate that accurately reflects the needed infrastructure required to serve fast charging station loads.

This ordinance amendment clarifies the formula definitions used for calculating the TDA and establishes an EV Fast Charger rate.

Budget & Financial Summary: N/A

Attachments:

1. Ch. 40-322 TDA & 40-326 EVFC Ord

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 40 "UTILITIES," ARTICLE III "ELECTRIC SYSTEM," DIVISION 2 "RATE SCHEDULES," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 40-322 "ELECTRIC RATE SCHEDULE TDA (TRANSMISSION DELIVERY ADJUSTMENT), AND BY CREATING A NEW SECTION 40-326 "ELECTRIC RATE SCHEDULE EV (ELECTRIC VEHICLE FAST CHARGER);" PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 40 "Utilities," Article III "Electric System," Division 2 "Rate Schedules," of the Code of Ordinances of the City of College Station, Texas, be amended by amending Section 40-322 "Electric Rate Schedule TDA (Transmission Delivery Adjustment)," as set out in **Exhibit "A"**, attached hereto and made a part of this ordinance for all purposes.

PART 2: That Chapter 40 "Utilities," Article III "Electric System," Division 2 "Rate Schedules," of the Code of Ordinances of the City of College Station, Texas, be amended by creating a new Section 40-326 "Electric Rate Schedule EV (electric vehicle fast charger)," as set out in **Exhibit "B"**, attached hereto and made a part of this ordinance for all purposes.

PART 3: That if any provision of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 4: This Ordinance becomes effective immediately upon passage by the City Council.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 20____.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 40 “Utilities,” Article III “Electric System,” Division 2 “Rate Schedules,” Section 40-322 “Electric Rate Schedule TDA (Transmission Delivery Adjustment)” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 40-322. - Electric Rate Schedule TDA (transmission delivery adjustment).

- (a) There is hereby established Electric Rate Schedule TDA, which shall be electric service billed under all applicable rate schedules and shall be subject to the application of a transmission delivery adjustment (TDA) charge determined by multiplying the billing kilowatt hour (kwh) for the current month times a Transmission Delivery Adjustment Factor (TDAF). The TDAF shall be calculated on an annualized basis in accordance with the following formula:

$$TDAF = \frac{TC}{S * CF}$$

- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
- (1) TDAF means transmission delivery adjustment factor, rounded to the nearest \$0.0001 per kWh.
 - (2) TC means total estimated transmission delivery cost including congestion fees, Transmission Cost of Service (TCOS) Matrix estimated access payment fees, and any other costs associated with delivery of wholesale power to the City on an annualized basis.
 - (3) S means total estimated kWh energy sales to City customers on an annualized basis, minus the kWh’s allotted to streetlight service and security lights.
 - (4) CF means correction factor adjustment to be applied to correct for any variances that would affect the calculation to account for collecting the entire amount allocated to transmission delivery cost. This calculation will be made on an annual basis to coincide with the Public Utility Commission of Texas (PUCT) adjustment to the TCOS Matrix.

EXHIBIT “B”

That Chapter 40 “Utilities,” Article III “Electric System,” Division 2 “Rate Schedules,” is amended by creating a new Section 40-326 “Electric Rate Schedule EV (electric vehicle fast charger),” of the Code of Ordinances of the City of College Station, Texas, and it hereby shall read as follows:

Sec. 40-326. - Electric Rate Schedule EV (electric vehicle fast charger).

- (a) *Established.* There is hereby established Electric Rate Schedule EV, which shall be applicable to all Electric Vehicle Level 3 fast charging stations where service is taken through one meter at one point of delivery and where the design kilowatt demand is equal to or greater than 500 kW and less than 2,000 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service. Before service is furnished hereunder, an individual service agreement contract between the customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.
- (b) *Character of service.* A.C., 60 cycles per second, three phase 120/208 or 277/480 volts as available at point of service. Three-phase customers served via underground primary to pad mounted transformers will be furnished only 120/208 (up to 1,000 kVA of load) or 277/480 volt service.
- (c) *Rate.*
 - (1) Service charge: Established in Section 2-117; plus
 - (2) Demand charge: Established in Section 2-117; plus
 - (3) Energy charge: Established in Section 2-117.
- (d) *Minimum monthly charge.* The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 - (1) The amount established in Section 2-117, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (2) The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (3) The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) *Billing demand.*
 - (1) Billed for 100% of designed demand in the first month after service is initiated
 - (2) Thereafter, billed monthly on the greater of the following:
 - a. Actual measured maximum demand for the month
 - b. 80% of peak actual measured demand over the preceding 12 months (on a rolling basis)

- c. 50% of design demand
- (f) *Power factor.* Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 of the actual power factor.
- (g) *Transmission delivery adjustment.* The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA; provided, however, that the adjustment shall never be less than zero.
- (h) *Electric rider. Wind Watts Wind Energy Rider.*
 - (1) *Availability.* This optional service shall be available to all commercial customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-served basis subject to available supply.

January 26, 2023
Item No. 7.5.
AXON Change Order #1

Sponsor: Mike Pavelka, Deputy Chief of Police

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a \$189,696 change order to the ten-year master service agreement with Axon Enterprise, Inc. ("AXON") for cameras and storage for eight (8) additional patrol vehicles.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff respectfully recommends approving the change order to add cameras and associated storage for eight (8) additional patrol cars to the ten-year agreement with AXON.

Summary: On September 22, 2022, Council approved a ten-year contract with AXON Enterprise, Inc. ("AXON") for the purchase of products and services including cameras, Fleet Cameras, Electronic Control Devices, and digital storage for those devices. After approval of the initial contract with AXON Enterprise, Inc., eight (8) additional patrol vehicles were acquired and thus cameras and associated storage for those vehicles is needed. The total change order amount for the ten-years for the eight (8) additional systems and storage is \$189,696, and payments are to be rendered in annual installments. All purchases under this agreement are being made through Sourcewell Cooperative Contract #010720-AXN. All products and services on the Sourcewell Cooperative have been competitively bid and awarded. The use of this Cooperative Contract complies with Chapter 791.025 of the State of Texas Government Code.

Budget & Financial Summary: Funds are available and budgeted in the department from the General Fund.

Attachments:

1. Change Order No.1 Contract 23300001



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300001CO1 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Change Order 1 to Master Services & Purchasing Agreement (MSPA) AXON Products and Services

Name of Contractor: Axon Enterprise, Inc. ("AXON")

CONTRACT TOTAL VALUE: \$ \$6,607,253.66 **Grant Funded** Yes ☐ No ☒
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☐ N/A **Davis Bacon Wages Used** ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A **Buy America Required** ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

☐ NEW CONTRACT ☐ RENEWAL # ☒ CHANGE ORDER # 1 ☐ OTHER

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Change Order 1 in the amount of \$189,696.00 to Axon MSPA to add equipment for eight (8) additional patrol vehicles acquired and not included in the original MSPA contract. Reference Axon Quote Q-430890-44897.783DT. Associated with Sourcewell Cooperative Contract #010720-AXN.
Amounts shown are for 114 month program length, however payment is to be rendered in annual installments as shown on the quote.
Funding: 10010300 - 5324

*(If required)**
CRC Approval Date*: **Council Approval Date*:** 1/26/23 **Agenda Item No*:**

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: N/A **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-430890-44897.783DT

Issued: 12/02/2022

Quote Expiration: 12/23/2022

Estimated Contract Start Date: 05/01/2023

Account Number: 116837

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
College Station PD-800 Krenek Tap Road 800 Krenek Tap Rd College Station, TX 77840-5028 USA	College Station Police Dept. - TX 800 Krenek Tap Rd College Station, TX 77840-5028 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Michael Pavelka Phone: (979) 764-6356 Email: mpavelka@cstx.gov Fax:

Quote Summary

Program Length	114 Months
TOTAL COST	\$189,696.00
ESTIMATED TOTAL W/ TAX	\$189,696.00

Discount Summary

Average Savings Per Year	\$44.16
TOTAL SAVINGS	\$5,033.76

This quote, terms and conditions and SOW are subject to the terms and conditions of the Axon MSA dated September 22, 2022 with contract number 23300001. All other terms and conditions of the MSA remain in full force and effect.

Payment Summary

Date	Subtotal	Tax	Total
Apr 2023	\$9,984.01	\$0.00	\$9,984.01
Oct 2023	\$19,968.00	\$0.00	\$19,968.00
Oct 2024	\$19,968.00	\$0.00	\$19,968.00
Oct 2025	\$19,968.00	\$0.00	\$19,968.00
Oct 2026	\$19,968.00	\$0.00	\$19,968.00
Oct 2027	\$19,968.00	\$0.00	\$19,968.00
Oct 2028	\$19,968.00	\$0.00	\$19,968.00
Oct 2029	\$19,968.00	\$0.00	\$19,968.00
Oct 2030	\$19,968.00	\$0.00	\$19,968.00
Oct 2031	\$19,967.99	\$0.00	\$19,967.99
Total	\$189,696.00	\$0.00	\$189,696.00

Quote Unbundled Price:	\$194,729.76
Quote List Price:	\$201,360.00
Quote Subtotal:	\$189,696.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	8	6		\$108.00	\$0.00	\$0.00	\$0.00	\$0.00
Fleet3A	Fleet 3 Advanced	8	114	\$200.73	\$208.00	\$208.00	\$189,696.00	\$0.00	\$189,696.00
A la Carte Warranties									
11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	8	54		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$189,696.00	\$0.00	\$189,696.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	8	04/01/2023
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	8	04/01/2023
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	8	04/01/2023
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	8	04/01/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	04/01/2023
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	8	04/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	8	05/01/2023	10/31/2032
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	8	05/01/2023	10/31/2032
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	8	05/01/2023	10/31/2032
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	16	05/01/2023	10/31/2032

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	8

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	04/01/2024	10/31/2032
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	04/01/2024	10/31/2032
A la Carte	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	8	05/01/2028	10/31/2032

Payment Details

Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	8	\$0.00	\$0.00	\$0.00
Year 1	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	8	\$0.00	\$0.00	\$0.00
Year 1	Fleet3A	Fleet 3 Advanced	8	\$9,984.01	\$0.00	\$9,984.01
Total				\$9,984.01	\$0.00	\$9,984.01

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	8	\$0.00	\$0.00	\$0.00
Year 2	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	8	\$0.00	\$0.00	\$0.00
Year 2	Fleet3A	Fleet 3 Advanced	8	\$19,968.00	\$0.00	\$19,968.00
Total				\$19,968.00	\$0.00	\$19,968.00

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	8	\$0.00	\$0.00	\$0.00
Year 3	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	8	\$0.00	\$0.00	\$0.00
Year 3	Fleet3A	Fleet 3 Advanced	8	\$19,968.00	\$0.00	\$19,968.00
Total				\$19,968.00	\$0.00	\$19,968.00

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	8	\$0.00	\$0.00	\$0.00
Year 4	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	8	\$0.00	\$0.00	\$0.00
Year 4	Fleet3A	Fleet 3 Advanced	8	\$19,968.00	\$0.00	\$19,968.00
Total				\$19,968.00	\$0.00	\$19,968.00

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	8	\$0.00	\$0.00	\$0.00
Year 5	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	8	\$0.00	\$0.00	\$0.00
Year 5	Fleet3A	Fleet 3 Advanced	8	\$19,968.00	\$0.00	\$19,968.00
Total				\$19,968.00	\$0.00	\$19,968.00

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	8	\$0.00	\$0.00	\$0.00
Year 6	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	8	\$0.00	\$0.00	\$0.00
Year 6	Fleet3A	Fleet 3 Advanced	8	\$19,968.00	\$0.00	\$19,968.00
Total				\$19,968.00	\$0.00	\$19,968.00

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	8	\$0.00	\$0.00	\$0.00
Year 7	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	8	\$0.00	\$0.00	\$0.00
Year 7	Fleet3A	Fleet 3 Advanced	8	\$19,968.00	\$0.00	\$19,968.00
Total				\$19,968.00	\$0.00	\$19,968.00

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	8	\$0.00	\$0.00	\$0.00
Year 8	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	8	\$0.00	\$0.00	\$0.00
Year 8	Fleet3A	Fleet 3 Advanced	8	\$19,968.00	\$0.00	\$19,968.00
Total				\$19,968.00	\$0.00	\$19,968.00

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	8	\$0.00	\$0.00	\$0.00
Year 9	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	8	\$0.00	\$0.00	\$0.00
Year 9	Fleet3A	Fleet 3 Advanced	8	\$19,968.00	\$0.00	\$19,968.00
Total				\$19,968.00	\$0.00	\$19,968.00

Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	8	\$0.00	\$0.00	\$0.00
Year 10	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	8	\$0.00	\$0.00	\$0.00
Year 10	Fleet3A	Fleet 3 Advanced	8	\$19,967.99	\$0.00	\$19,967.99
Total				\$19,967.99	\$0.00	\$19,967.99

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement dated September 22, 2022 with contract number 23300001 shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and subject to Axon's Master Services and Purchasing Agreement executed between the City of College Station and Axon Enterprise, Inc. dated September 22, 2022, with contract number 23300001 as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Axon.

THE CITY OF COLLEGE STATION

By: _____

By: _____

City Manager

Date: _____

Date: _____

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Axon's Master Services and Purchasing Agreement dated September 22, 2022 with contract number 2330001 shall govern this SOW.

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and the City of College Station through its Police Department the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

[Evidence.com](https://evidence.com)

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correction of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each component, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products do not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

January 26, 2023

Item No. 7.6.

Brazos County Municipal Utility District No. 1 Bond Resolution

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding adoption of a resolution consenting to the issuance of bonds by the Brazos County Municipal Utility District No. 1 in an amount not to exceed \$4,005,000 for water improvements.

Relationship to Strategic Goals:

Sustainable City of College Station
Core Services and Infrastructure

Recommendation(s): City staff recommends adoption of the Resolution.

Summary: On January 9, 2014, the City Council passed Resolution No. 01-09-14-01 adopting a policy on the creation, operation, and dissolution of Municipal Utility Districts located within the City's incorporated limits or its extraterritorial jurisdiction. Pursuant to the policy, the City Council consented to the formation of Brazos County Municipal Utility District #1 within the City's extraterritorial jurisdiction (the "District") by Resolution No. 03-27-14-01, passed on March 27, 2014. In further compliance with the policy, the City and the District entered into a Utility Agreement Between the City of College Station and Brazos County MUD No. 1 on May 16, 2016 (Contract No. 10300449). Pursuant to the Utility Agreement, the District is authorized to issue, sell, and deliver bonds in compliance with the City's policy and with the City Council's approval.

On December 13, 2022, the Board of Directors for the District approved a cost summary for the issuance of Bonds for \$4,005,000 in water utility bonds within the District and authorized moving forward with the sale of the Bonds subject to the City's approval of the bond sale.

In order for the bond issuance to proceed, the District's draft resolution authorizing the issuance of the Bonds must be approved by the City Council to the extent that such resolution is in compliance with the City's policy.

Budget & Financial Summary: There is no financial impact to the City by approving this resolution.

Attachments:

1. Brazos County MUD #1 Bond Resolution 1-26-23

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CONSENTING TO THE SALE AND ISSUANCE OF UNLIMITED TAX UTILITY BONDS, SERIES 2023, FOR THE BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 IN AN AMOUNT NOT TO EXCEED \$4,005,000.00

WHEREAS, On January 9, 2014, the City Council of the City of College Station, Texas, passed Resolution No. 01-09-14-01 adopting a city policy setting out the creation, operation, and dissolution of municipal utility districts located within the City's incorporated limits or its extraterritorial jurisdiction (the Policy); and

WHEREAS, on March 27, 2014, the City Council of the City of College Station, Texas, consented to the creation of Brazos County Municipal Utility District No. 1 (the District) by Resolution No. 03-27-14-01; and

WHEREAS, on May 16, 2016, the City Council of the City of College Station, Texas, approved a Utility Agreement Between the City of College Station and the Brazos County MUD No. 1 (Contract No. 10300449) and a subsequent amendment on December 2, 2016; and

WHEREAS, the Utility Agreement authorizes the District to issue, sell, and deliver bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law, the general laws of the State of Texas and the City's Consent Resolution; and

WHEREAS, the Utility Agreement further requires that the authorizing resolution of the Board of Directors must be approved by the City Council to the extent such resolution is in compliance with the City's Policy; and

WHEREAS, after reviewing the preliminary official statement and other supporting documents furnished by the District, the City has determined that the issuance of Unlimited Tax Utility Bonds, Series 2023, in an amount not to exceed **\$4,005,000.00** is in accordance with the Utility Agreement, adopted resolutions, and all other agreements between the City and the District; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the facts and recitations set forth in this Resolution are declared true and correct.

PART 2: That the City Council hereby consents to the sale and issuance of Unlimited Tax Utility Bonds, Series 2023, in an amount not to exceed **\$4,005,000.00** as authorized by the District's Board of Directors by resolution in substantially the form as attached herein in **Exhibit A**.

PART 3: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 26th day of January, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$4,005,000
BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
UNLIMITED TAX BONDS, SERIES 2023**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

WHEREAS, the bonds hereinafter authorized were duly and favorably voted at an election held in the District on November 5, 2019; and

WHEREAS, the Board of Directors of the District hereby determines that bonds in the amount of \$4,005,000 should be issued, as a portion and the second installment of the \$235,600,000 bonds voted at such election, leaving the remaining \$230,005,000 of such bonds, and any other bonds as may hereinafter be authorized by the District voters, to be issued at a later date; Now, Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 THAT:

1. Definitions. Throughout this resolution the following terms and expressions as used herein shall have the meanings set forth below:

“Accounting Principles” means the accounting principles described in the notes to the Audit as such principles may be changed from time to time to comply with State laws or regulations.

“Act” means Chapters 49 and 54, Texas Water Code.

“Audit” means the audited financial statements of the District prepared by an independent auditor in accordance with the rules of the Texas Commission on Environmental Quality in effect at such time.

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the District, the Registrar and DTC.

“Board” means the Board of Directors of the District.

“Bond” or “Bonds” means one or more bonds of the issue of Brazos County Municipal Utility District No. 1 Unlimited Tax Bonds, Series 2023, authorized in this Resolution, unless the context clearly indicates otherwise.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to remain closed.

“Capital Projects Fund” means the fund referred to in this Resolution.

“Closing Date” means March 9, 2023.

“Code” means the Internal Revenue Code of 1986, as amended.

“Debt Service Fund” means the debt service fund confirmed in this Resolution.

“District” means Brazos County Municipal Utility District No. 1.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System established by the MSRB.

“Financial Obligation” shall have the meaning of such word as used under the Rule.

“Initial Bond” means the Initial Bond authorized by Section 4 of this Resolution.

“Initial Purchaser” means the initial purchaser of the Bonds identified in Section 23 of this Resolution.

“Interest Payment Date,” when used in connection with any Bond, means September 1, 2023, and each March 1 and September 1 thereafter until maturity or prior redemption of such Bond.

“Material” shall have the meaning of such word as used under federal securities laws.

“MSRB” means the Municipal Securities Rulemaking Board.

“Obligated Person” shall have the meaning of such word as used under the Rule.

“Paying Agent” means the Registrar.

“Record Date” means, for any Interest Payment Date, the fifteenth calendar day of the month next preceding each Interest Payment Date.

“Register” means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Registered Owner.

“Registered Owner” means any person who shall be the registered owner of any outstanding Bond.

“Registrar” means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors in that capacity.

“Resolution” as used herein and in the Bonds means this Resolution authorizing the Bonds.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

2. Authorization. The Bonds shall be issued in fully registered form, without coupons, in the total aggregate amount of FOUR MILLION FIVE THOUSAND DOLLARS (\$4,005,000) for the purposes of purchasing, constructing, acquiring, owning, maintaining, operating, repairing, improving, extending, or paying for, inside and outside the district’s boundaries, any and all district works, improvements, facilities, plants, equipment, and appliances needed to provide a waterworks system, sanitary sewer system, and drainage and storm sewer system, including, but not limited to, all costs associated with flood plain and wetlands regulation (including mitigation) and endangered species and stormwater permits (including mitigation) and all additions to such systems and all works, improvements, facilities, plants, equipment, appliances, interests in property, and contract rights necessary or convenient therefor and administrative facilities needed in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Section 59 of Article XVI, Constitution of Texas, and the Act.

3. Designation, Date, and Interest Payment Dates. The Bonds shall be designated as the “BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 UNLIMITED TAX BONDS, SERIES 2023,” and shall be dated March 1, 2023. The Bonds shall bear interest at the rates set forth below from the later of the date of delivery, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, interest payable on

September 1, 2023, and semiannually thereafter on each March 1 and September 1 until maturity or prior redemption.

4. Initial Bond; Interest Rates; Maturities; Principal Amounts and Denominations. The Bonds shall be issued bearing the numbers, in the principal amounts, and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Resolution. The Bonds shall mature on September 1 in each of the years and in the amounts set out in such schedule. The Initial Bond shall be numbered IB-1 and all other Bonds shall be numbered in sequence beginning with R-1. Bonds delivered in transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

<u>Principal Amount</u>	<u>Year</u>	<u>Interest Rate</u>
\$ 75,000	2024	%
75,000	2025	
80,000	2026	
85,000	2027	
90,000	2028	
95,000	2029	
100,000	2030	
105,000	2031	
110,000	2032	
115,000	2033	
120,000	2034	
125,000	2035	
130,000	2036	
140,000	2037	
145,000	2038	
150,000	2039	
160,000	2040	
165,000	2041	
175,000	2042	
185,000	2043	
195,000	2044	
205,000	2045	
215,000	2046	
225,000	2047	
235,000	2048	
245,000	2049	
260,000	2050	

5. Optional and Mandatory Redemption. Portions of the Bonds are subject to optional redemption on the dates and at the redemption prices set forth in the form of the Bonds in this Resolution. In addition, portions of the Bonds are subject to mandatory redemption on the dates and at the redemption prices set forth in the form of the Bonds in this Resolution.

Principal amounts may be redeemed only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. The Registrar shall select the particular Bonds to be redeemed within any given maturity by lot or other random selection method. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with this Resolution, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least 30 days prior to the date fixed for redemption by sending written notice by first class mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds outstanding within any one maturity are to be redeemed, the numbers of the Bonds or portions thereof to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

6. Execution of Bonds; Seal. The Bonds shall be signed by the President or Vice President of the Board and countersigned by the Secretary or Assistant Secretary of the Board, by their manual, lithographed, or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually

and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

On the Closing Date, the Initial Bond, being a single bond representing the entire principal amount of the Bonds, (the "Initial Bond"), payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signature of the President or Vice President and Secretary or Assistant Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, shall be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Bond, the Registrar shall cancel the Initial Bond and deliver Bonds to DTC in accordance with Section 13.

7. Approval by Attorney General; Registration by Comptroller. The Bonds to be initially issued shall be delivered to the Attorney General of Texas for approval and shall be registered by the Comptroller of Public Accounts of the State of Texas. The manually executed registration certificate of the Comptroller of Public Accounts substantially in the form provided in this Resolution shall be attached or affixed to the Bonds to be initially issued.

8. Authentication. Except for the Initial Bond, which need not be authenticated by the Registrar, in the event the Book-Entry-Only system is discontinued, only such Bonds which bear thereon a certificate of authentication, substantially in the form provided in this Resolution, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Resolution or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bonds so authenticated were delivered by the Registrar hereunder.

9. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of and interest on the Bonds are payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America. Principal is payable upon presentation and surrender of the Bonds as they respectively become due and payable, whether at maturity or by prior redemption, at the principal payment office of the Registrar in Dallas, Texas. Interest is payable by check or draft dated as of the Interest Payment Date, mailed by the Registrar on each Interest Payment Date to the Registered Owner of record as of the Record Date, first class, postage prepaid, to the address of such Registered Owner as shown in the

Register, or by such other customary banking arrangements as may be agreed upon by the Registrar and the Registered Owner, at the risk and expense of the Registered Owner. Any accrued interest payable at maturity on a Bond shall be paid upon presentation and surrender of such Bond at the operations office of the Registrar.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date such payment was originally due.

10. Successor Registrars. The District covenants that at all times while any Bonds are outstanding it will provide a national or state banking institution, which shall be organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise trust powers, and which shall be subject to supervision or examination by federal or state authority, to act as Registrar for the Bonds. The District reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or Interest Payment Date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Registered Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

11. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for 30 days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be 15 days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Record Date, to each affected Registered Owner of record as of the close of business on the day prior to the mailing of such notice.

12. Ownership; Unclaimed Principal and Interest. The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Registered Owner of such Bond for the purpose of making and receiving payment of principal or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Bond in accordance with this Section shall be valid and effectual

and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Registered Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. Book-Entry-Only System. (a) The Initial Bond shall be registered in the name of Cede & Co. Except as provided in this Section 13 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the District and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the resolution of the respective Registered Owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Resolution. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Resolution with respect to interest checks being mailed to the Registered Owner of record as of the Record Date, the phrase "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(c) The execution and delivery of the Blanket Issuer Letter of Representations is hereby approved with such changes as may be approved by the President or Vice President of the Board, and the President or Vice President of the Board is hereby authorized and directed to execute such Blanket Issuer Letter of Representations.

14. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the District in its sole discretion, determines that the beneficial owners of the Bonds be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

15. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations.

16. Registration, Transfer, and Exchange. This section is subject to the provisions of Section 13, entitled "Book-Entry-Only System." So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Resolution.

Each Bond shall be transferable only upon the presentation and surrender thereof at the operations office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and

aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar for a Bond or Bonds of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

17. Mutilated, Lost, or Stolen Bonds. Subject to the provisions of Section 13, entitled "Book-Entry-Only System," upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The District or the Registrar may require the Registered Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The District or the Registrar may require the Registered Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Registrar and the District to hold them harmless;

(3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(4) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

18. Cancellation of Bonds. Subject to the provisions in Section 13, entitled "Book-Entry-Only System," all Bonds paid in accordance with this Resolution, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. Upon request, the Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

19. Forms. The form of the Bonds, including the form of the Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Bonds initially issued, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Resolution, including any legend regarding bond insurance if such insurance is obtained by the purchaser:

a. Form of Bond

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZOS

REGISTERED
NUMBER
R-__

REGISTERED
\$_____

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
UNLIMITED TAX BOND
SERIES 2023

INTEREST RATE:	MATURITY DATE:	ISSUE DATE: March 1, 2023	CUSIP NO.:
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REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 (the "District") promises to pay to the Registered Owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of the registrar (the "Registrar"), initially, The Bank of New York Mellon Trust Company, N.A., in Dallas, Texas, the principal amount identified above, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the delivery date, or the most recent interest payment date to which interest has been paid or duly provided for. Principal of and interest on this Bond are payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. Interest on this Bond is payable by check or draft on each September 1 and March 1 until the earlier of maturity or prior redemption, beginning on September 1, 2023, mailed to the Registered Owner as shown on the books of registration kept by the Registrar as of the fifteenth day of the month next preceding each interest payment date (the "Record Date"), or by such other customary banking arrangements as may be agreed upon by the Registrar and the Registered Owner, at the risk and expense of the Registered Owner. The Bond is dated as of the Issue Date.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$4,005,000 (the "Bonds"), issued for the purposes of purchasing, constructing, acquiring, owning, maintaining, operating, repairing, improving, extending, or paying for, inside and outside the district's boundaries, any and all district works, improvements, facilities, plants, equipment, and appliances needed to provide a waterworks system, sanitary sewer system, and drainage and storm sewer system, including, but not limited to, all costs associated with flood plain and wetlands regulation (including mitigation) and endangered species and stormwater permits (including mitigation) and all additions to such systems and all works, improvements, facilities, plants, equipment, appliances, interests in property, and contract rights necessary or convenient therefor and administrative facilities needed in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapters 49 and 54 of the Texas Water Code, and by authority of an election held for and within the District on November 5, 2019, and pursuant to a resolution adopted by the Board of Directors on February 8, 2023 (the "Resolution").

THIS BOND, and the other Bonds of the series of which it is a part, are payable from the proceeds of an annual ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Resolution for a complete description of the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the Registered Owners of the Bonds, the District and the Registrar; and the terms upon which the Bonds are, and are to be, registered and delivered.

THE DISTRICT RESERVES THE RIGHT, at its option, to redeem the Bonds maturing on or after September 1, 2029, prior to their scheduled maturities, in whole or in part, in integral multiples of \$5,000, on September 1, 2028, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. The Registrar shall select the particular Bonds to be redeemed within any given maturity by lot or other random selection method. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with the provisions of the Resolution, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered. Reference is made to the Resolution for complete details concerning the manner of redeeming the Bonds.

IN ADDITION TO BEING SUBJECT TO OPTIONAL REDEMPTION, THE BONDS ISSUED AS TERM BONDS maturing on September 1, in each of the years _____, _____, and _____ (collectively, the "Term Bonds") are subject to mandatory

redemption prior to maturity in the following amounts (subject to reduction as hereinafter provided), on the following dates ("Mandatory Redemption Dates"), at a price equal to the principal amount redeemed plus accrued interest to each Mandatory Redemption Date, subject to the conditions set forth below:

TERM BOND 20

<u>Mandatory Redemption</u>	<u>Principal Amount</u>
September 1, 20	\$
September 1, 20 (maturity)	\$

TERM BOND 20

<u>Mandatory Redemption</u>	<u>Principal Amount</u>
September 1, 20	\$
September 1, 20	\$
September 1, 20 (maturity)	\$

TERM BOND 20

<u>Mandatory Redemption</u>	<u>Principal Amount</u>
September 1, 20	\$
September 1, 20	\$
September 1, 20	\$
September 1, 20 (maturity)	\$

ON OR BEFORE 30 days prior to each Mandatory Redemption Date set forth above, the Registrar shall (i) determine the principal amount of such Term Bond that must be mandatorily redeemed on such Mandatory Redemption Date, after taking into account deliveries for cancellation and optional redemptions as more fully provided for below, (ii) select, by lot or other customary random method, the Term Bond or portions of the Term Bond of such maturity to be mandatorily redeemed on such Mandatory Redemption Date, and (iii) give notice of such redemption as provided in the Bond Resolution. The principal amount of any Term Bond to be mandatorily redeemed on such Mandatory Redemption Date shall be reduced by the principal amount of such Term Bond which, by the 45th day prior to such Mandatory Redemption Date, either has been purchased in the open market and delivered or tendered for cancellation by or on behalf of the District to the Registrar or optionally redeemed and which, in either case, has not previously been made the basis for a reduction under this sentence.

NOTICE OF ANY REDEMPTION shall be given at least 30 days prior to the date fixed for redemption by first class mail, addressed to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept

by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the operations office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative, subject to the terms and conditions of the Resolution.

THIS BOND IS EXCHANGEABLE at the operations office of the Registrar for bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Resolution.

NEITHER THE DISTRICT nor the Registrar shall be required to transfer or exchange any Bond during the period beginning on a Record Date and ending on the next succeeding interest payment date or to transfer or exchange any Bond called for redemption during the 30-day period prior to the date fixed for redemption of such Bond.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Resolution unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Resolution.

THE DISTRICT has covenanted in the Resolution that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed first class, postage prepaid, to each Registered Owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the President or Vice President of the Board of Directors and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Board of Directors, and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

(SEAL)

BRAZOS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 1

President, Board of Directors

Secretary, Board of Directors

- b. Form of Registration Certificate of Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this .

(SEAL)

Comptroller of Public Accounts
of the State of Texas

c. Form of Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Resolution described in the text of this Bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of a series which was originally approved by the Attorney General of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

The Bank of New York Mellon Trust
Company, N.A.

By: _____
Authorized Signature
Date of Authentication:

d. Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

e. The Initial Bond shall be in the form set forth in paragraphs a, b, and d of this Section, except for the following alternations:

i. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP No." deleted;

ii. in the first paragraph of the Bond, the words "on the maturity date specified above," "the principal amount identified above," and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence " . . . , with such principal to be paid in installments on September 1 in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:"

[Information to be inserted from schedule in Section 4]

iii. the Initial Bond shall be numbered IB-1.

20. Legal Opinion; CUSIP; Bond Insurance. The approving opinion of Allen Boone Humphries Robinson LLP, Houston, Texas, and CUSIP numbers may be printed on the Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Bonds. If bond insurance is obtained by the purchaser, the Bonds may bear an appropriate legend as provided by the insurer.

21. Debt Service Fund; Tax Levy. The Debt Service Fund is hereby confirmed and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Resolution shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, beginning in the current year, a continuing direct annual ad valorem tax, without legal limit as to rate, upon all taxable property in the District, sufficient to pay the interest on the Bonds as the same becomes due and full allowance being made for funds available and allocated from other sources to pay debt service, delinquencies, costs of collection, and Paying Agent/Registrar fees, and said taxes are

hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

There is hereby appropriated from the proceeds of sale of the Bonds twelve (12) months' interest on the Bonds, which amount shall be deposited into the Debt Service Fund and used to pay interest on the Bonds, and such amount shall be used for no other purpose.

22. Further Proceedings. After the Bonds to be initially issued have been executed, it shall be the duty of the President or Vice President and Secretary or Assistant Secretary of the Board and other appropriate officials and agents of the District to deliver the Bonds to be initially issued and all pertinent records and proceedings to the Attorney General of Texas, for examination and approval. After the Bonds to be initially issued have been approved by the Attorney General, they shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Bonds to be initially issued, the Comptroller of Public Accounts (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

23. Sale; Proceeds. The sale and delivery of the Bonds to _____ (herein referred to as the "Initial Purchaser") at a price of \$_____, plus accrued interest thereon to date of delivery, is hereby authorized, approved, ratified and confirmed, subject to the approving opinion as to the legality of the Bonds of the Attorney General of Texas, and of Allen Boone Humphries Robinson LLP, Houston, Texas, bond counsel. It is hereby found and declared that the Initial Purchaser's bid produced the lowest net effective interest rate for the Bonds after advertisement and public sale, and that the net effective interest rate resulting from such bid is _____%, which rate is less than the maximum rate permitted by law and is determined to be in the District's best interest, per Section 1201.022(a)(3)(B) of the Government Code.

Capitalized and accrued interest on the Bonds shall be deposited into the Debt Service Fund upon receipt. The remaining proceeds of sale of the Bonds shall be deposited into the Capital Projects Fund and shall be used for the purposes set forth in this Resolution and to pay costs of issuance. After the entire system described in this Resolution is constructed, any remainder shall be transferred to the Debt Service Fund, in accordance with the applicable laws and regulations, in effect at such time.

24. Investments. Moneys deposited into the Debt Service or Capital Projects Funds and any other fund or funds that the District may lawfully create may be invested or reinvested in authorized investments. All investments and any profits realized from or interest accruing on such investments shall belong to the fund from which the moneys

for such investments were taken; provided, however, that in the discretion of the Board of Directors the profits realized from and interest accruing on investments made from any fund may be transferred to the Debt Service Fund.

25. Defeasance and Refunding. The District reserves the right to defease or refund the Bonds in any manner provided by law.

26. Remedies in Event of Default. In addition to all of the rights and remedies provided by laws of the State of Texas, the District further covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds when due, or, in the event it fails to make the payments required to be made into the Debt Service Fund or any other fund or defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Resolution, the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the officials thereof to observe and perform the covenants, obligations or conditions prescribed in this Resolution. Any delay or omission to exercise any right or power occurring upon any default shall not impair any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

27. Federal Income Tax Exclusion.

(a) General. The District intends that the interest on the Bonds shall be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Income Tax Regulations (the "Regulations"). The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes. In particular, the District covenants and agrees to comply with each requirement of this Section 27; provided, however, that the District shall not be required to comply with any particular requirement of this Section 27 if the District has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the District has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Section 27 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section 27.

(b) No Private Use or Payment and No Private Loan Financing. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate the use of

property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, the District shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guarantee. The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The District covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the applicable Regulations thereunder.

(e) No Arbitrage. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the District shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the District will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

(f) Arbitrage Rebate. If the District does not qualify for an exception to the requirements of Section 148(f) of the Code relating to the required rebate to the United States, the District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issue of the District or moneys which do not represent gross proceeds of any bonds of the District,

(ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) **Information Reporting.** The District covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

(h) **Continuing Obligation.** Notwithstanding any other provision of this Resolution, the District's obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds.

28. **Qualified Tax-Exempt Obligations.** The District hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of section 265(b) of the Code. In connection therewith, the District represents (a) that the aggregate amount of tax-exempt obligations issued by the District during calendar year 2023, including the Bonds, which have been designated as "qualified tax-exempt obligations" under section 265(b)(3) of the Code does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of tax-exempt obligations which will be issued by the District during calendar year 2023, including the Bonds, will not exceed \$10,000,000. For purposes of this Section, the term "tax-exempt obligation" does not include "private activity bonds" within the meaning of section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code. In addition, for purposes of this Section the District includes all governmental units which are aggregated with the District under section 265(b) of the Code.

29. **Official Statement.** The District ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement prepared in the initial offering of the Bonds and hereby authorizes and approves the amendment of the Preliminary Official Statement to add the terms of the Initial Purchaser's bid and to make any other changes necessary to comply with the provisions of this Resolution and existing law. The use of such final Official Statement in the reoffering of the Bonds by the Initial Purchaser

is hereby approved and authorized. The proper officials of the District are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

30. Continuing Disclosure Undertaking.

(a) Annual Reports. The District shall provide annually to EMMA, within six months after the end of each fiscal year of the District ending in or after 2023, Annual Financial Information and Operating Data with respect to the District. Any financial statements so provided shall be (1) prepared in accordance with the Accounting Principles described in this Resolution and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to EMMA within such six month period, and audited financial statements, when the audit report on such statements becomes available.

If the District changes its fiscal year, the District will notify EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's internet website or filed with the SEC.

All documents provided to EMMA by the District pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

The District shall notify EMMA, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this subsection (a) by the time required by this subsection (a).

(b) Event Notices. The District shall notify EMMA, in a timely manner, not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if Material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other Material notices or determinations with respect to the tax status of the Bonds, or other Material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if Material;
- (8) Bond calls, if Material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if Material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the District or other Obligated Person;
- (13) Consummation of a merger, consolidation, or acquisition involving the District or other Obligated Person or the sale of all or substantially all of the assets of the District or other Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if Material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if Material;
- (15) Incurrence of a Financial Obligation of the District or other Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District or other Obligated Person, any of which affect Beneficial Owners of the Bonds, if Material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District or other Obligated Person, any of which reflect financial difficulties.

(c) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an Obligated Person with respect to the Bonds, except that the District in any event will give the notice required by subsection (b) of this Section of any Bond calls and defeasance that cause the District to be no longer such an Obligated Person.

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District but only if the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the original primary offering of the Bonds in compliance with the Rule, taking into account any amendments and interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and either the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the outstanding Bonds consent to such amendment or a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative

form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but in either case only if and to the extent that its right to do so would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

31. Related Matters. To satisfy in a timely manner all of the District's obligations under this Resolution, the President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Resolution.

32. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the District are hereby authorized to execute such agreement for and on behalf of the District.

33. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Resolution, against any official or employee of the District or any person executing any Bonds.

34. District's Successors and Assigns. Whenever in this Resolution the District is named and referred to it shall be deemed to include its successors and assigns, and all covenants and agreements in this Resolution by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

35. Benefits of Resolution Provisions. Nothing in this Resolution or in the Bonds, expressed or implied, shall give or be construed to give any person, firm or corporation, other than the District, the Registrar and the Registered Owners, any legal or equitable right or claim under or in respect of this Resolution, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions contained in this Resolution or in the Bonds being for the sole benefit of the District, the Registrar and the Registered Owners.

36. Severability Clause. If any word, phrase, clause, sentence, paragraph, section or other part of this Resolution, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Resolution to any other persons or circumstances shall not be affected thereby.

37. Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

EXECUTION PAGE FOLLOWS

PASSED AND APPROVED on this 8th day of February, 2023.

ATTEST:

President, Board of Directors

Secretary, Board of Directors

(SEAL)

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
 COUNTY OF BRAZOS §

I, the undersigned officer of the Board of Directors of Brazos County Municipal Utility District No. 1, hereby certify as follows:

1. The Board of Directors of Brazos County Municipal Utility District No. 1 convened in regular session on February 8, 2023, and the roll was called of the members of the Board:

Robert "Hunter" Goodwin	President
Charles Moreau	Vice President
Lawrence B. Hodges, Jr.	Secretary
Kyle Davis	Assistant Secretary
Brian G. Fisher	Assistant Vice President

and all of said persons were present except Director(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION AUTHORIZING THE ISSUANCE OF \$4,005,000
 BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
 UNLIMITED TAX BONDS, SERIES 2023

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, and Section 49.063, Texas Water Code, as suspended by the Governor of the State of Texas.

SIGNED AND SEALED on this 8th day of February, 2023.

(SEAL)

Secretary, Board of Directors

January 26, 2023
Item No. 7.7.
AMI Meters

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the purchase of Advanced Metering Infrastructure (AMI) electric meters for Electric warehouse inventory stock from Landis+Gyr Technology, Inc. for an amount not to exceed \$216,023.96.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends approval of purchasing AMI electric meters for inventory stock for new installations and repairs to existing meters.

Summary: On February 10, 2020, City Council approved Contract No. 20300313 with Landis+Gyr Technology, Inc. (Landis+Gyr) to support the Electric Department's Automated Metering Infrastructure (AMI) and Meter & Operational Data Management (MODM) System Implementation project. Landis+Gyr is the manufacturer of the AMI electric meters supplied for the project and is honoring the contract's unit pricing for the purchase of additional meters for Electric warehouse inventory. This inventory purchase will support new services for developments and replacement meters for projects anticipated through FY24 in order to mitigate the extended lead times resulting from supply chain issues.

Budget & Financial Summary: Funds are available and budgeted within the Electrical Fund. Various projects will be expensed as supplies are issued from inventory.

Attachments:

1. CC Req23102412 010323

Vendor: Landis+Gyr (#5062)
Contract: 20300313
Project Mgr: Tom Jordan
Ship to: CSU 1601 Graham
Retainage: None
Project #: EL30000129-EDM-CONSTRUCT

Qty	Line Item Description	Unit Price	Cover Adder	Unit Price	Extended Price
400	2s - HGA10YA1-0DM5-700U	\$ 103.15	\$ 3.00	\$106.15	\$42,460.00
180	2SE - HGA70YA1-0DM5-700U	\$ 191.00	\$ 3.00	\$194.00	\$34,920.00
600	12s - HGBH0YA0-0DM5-700U	\$ 160.00	\$ 3.00	\$163.00	\$97,800.00
40	4s - XC3Q0HEM0100-0DM5U	\$ 236.00		\$236.00	\$9,440.00
40	16s - XC0K0HEM0100-0DM5U	\$ 236.00		\$236.00	\$9,440.00
12	16SE - XC0M0HEM0100-0DM5	\$ 257.00		\$257.00	\$3,084.00
80	9s - XC000HEM0100-0DM5U	\$ 236.00		\$236.00	\$18,880.00
Total Purchase					\$216,024.00

January 26, 2023
Item No. 7.8.
NAPA Auto Parts

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving annual purchases of auto parts, shop equipment and services from NAPA Auto Parts through Purchasing Solutions Alliance purchasing cooperative not-to-exceed amount of \$180,000.

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends approval to purchase various auto parts, shop equipment and related services from NAPA Auto Parts through the Purchasing Solutions Alliance (PSA) contract. The estimated annual expenditure of \$180,000.00 is based on the average amount spent on automotive and truck parts since January 2022 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year.

Summary: NAPA Auto Parts is the local (College Station, TX) PSA contract dealer for auto parts, shop equipment and services. PSA is a purchasing cooperative for public agencies. All products and services available for purchase through PSA contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals. Contingent upon Council approval, a blanket contract will be issued for the term of January 28, 2023 through January 27, 2024.

Budget & Financial Summary: Purchases of auto parts are made through an inventory account as budgeted and available in the Fleet Maintenance Funds. Charges are made to the various departments for vehicle maintenance based on the average annual cost for each piece of equipment.

Attachments:

1. 20-201 1st Amendment and Extension
2. NAPA Award Letter

FIRST AMENDMENT TO PSA CONTRACT NO. 20-201

THIS FIRST AMENDMENT (this “Amendment”) TO CONTRACT NO. 20-201 (“Agreement”), dated as of March 4, 2022, is made by and between Purchasing Solutions Alliance, a purchasing cooperative for public agencies (“PSA”) and a program of Brazos Valley Council of Governments, having its principal place of business at 3991 East 29th Street, Bryan, Texas 77802 and Genuine Parts Company dba NAPA (the “Contractor”), having its principal place of business at 2999 Wildwood Parkway, Atlanta, Georgia 30339.

WHEREAS, PSA and Contractor entered into that certain Contract No. 20-201, dated as of March 17, 2020; and,

WHEREAS, PSA and Contractor desire to extend the Agreement for one year; and,

WHEREAS, PSA and Contractor desire to revise the Cost Proposal; and,

WHEREAS, PSA and Contractor desire to add contract clauses required by the 87th Texas Legislature.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Agreement is hereby extended through March 16, 2023. This is the first of two optional one-year extensions of the Agreement.
2. The Cost Proposal in Contractor’s original Response to RFP 20-201 as finally negotiated shall be deleted in its entirety and replaced with Exhibit A attached hereto.
3. The following clauses are hereby added to the Agreement:

ARTICLE 26: CONTRACTING INFORMATION RESPONSIBILITIES

In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the PSA for the duration of the contract, (2) promptly provide to the PSA any contracting information related to the contract that is in the custody or possession of the Contractor on request of the PSA, and (3) on termination or expiration of the contract, either provide at no cost to the PSA all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the PSA. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

ARTICLE 27: COVID-19 VACCINE PASSPORT PROHIBITION

Contractor certifies that it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor’s business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

ARTICLE 28: DEALINGS WITH PUBLIC SERVANTS AFFIRMATION

Pursuant to Section 2155.003 of the Texas Government Code, Contractor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.

ARTICLE 29: ENERGY COMPANY BOYCOTTS

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify PSA.

ARTICLE 30: EXCLUDED PARTIES

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

ARTICLE 31: FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify PSA.

ARTICLE 32: FOREIGN TERRORIST ORGANIZATIONS

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Contract No. 20-201 as of the date first written above.

CONTRACTOR:
GENUINE PARTS COMPANY DBA NAPA

PSA:
PURCHASING SOLUTIONS ALLIANCE
BRAZOS VALLEY COUNCIL OF GOVERNMENTS

DocuSigned by:
By: Jett Kuntz
BBF6652DGG21445...

Name: Jett Kuntz

Title: Vice President - NAPA Fleet/IBS

Date: 3/4/2022

DocuSigned by:
By: Michael Parks
64F66G8DGC4BF423...

Name: Michael Parks

Title: Executive Director

Date: 3/4/2022

Exhibit A

Cost Proposal

Purchasing Solutions Alliance**COST PROPOSAL****Solicitation # : 20-201 “Automotive Parts, Related Products, Services and Solutions”**Company's Name: Genuine Parts Co. dba NAPA

CATEGORY	DESCRIPTION	PERCENT DISCOUNT
1	AIR CONDITIONING	52%
2	ALTERNATORS AND STARTERS	53%
3	BATTERIES	46%
4	BEARING, BALL AND ROLLER	57%
5	BELTS AND HOSES	48%
6	BRAKES	56%
7	ELECTRICAL AND IGNITION	50%
8	EMISSIONS, SENSORS AND EXHAUST	54%
9	ENGINE AND DRIVE TRAIN	52%
10	FILTERS, OIL, GAS, AIR AND TRANSMISSION	72%
11	GASKETS AND SEALS	50%
12	HEATING AND COOLING (ENGINE)	53%
13	LAMPS, LIGHTING AND MIRRORS	56%
14	OILS, CHEMICALS, FLUIDS AND LUBRICANTS	52%
15	PUMPS, FUEL AND WATER	54%
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	52%
17	WIPERS/WASHERS	59%
18	WINTER ACCESSORIES	60%
19	GENERAL AUTOMOTIVE PARTS (Aftermarket Automotive Parts not included in Categories 1-18.)	49%
20	AUTOMOTIVE REPAIR SHOP SUPPLIES, EQUIPMENT AND TOOLS (e.g. cleaning supplies, wrenches, etc.)	46%

Purchasing Solutions Alliance

a purchasing cooperative for public agencies



March 24, 2020

Don Lachance
Genuine Parts Company dba NAPA
2999 Wildwood Pkwy
Atlanta, GA 30339

Dear Mr. Lachance,

Purchasing Solutions Alliance (PSA), a cooperative purchasing program of the Brazos Valley Council of Governments (BVCOG) is pleased to announce that Genuine Parts Company dba NAPA has been awarded the contract for the following products and services, based on your proposal submitted to PSA in response to Request for Proposals (RFP) No. 20-201.

➤ Products and Services Description: Automotive Parts and Services

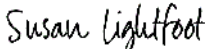
Notice is hereby given that Genuine Parts Company dba NAPA may commence with the publicity and marketing of the contract and sales of products and services effective March 24, 2020 under terms of our contract.

It is with great pleasure that we continue to build our relationship with you as a supplier to PSA/BVCOG and member agencies of PSA. If you have any questions or concerns, please feel free to contact me at (979) 595-2801 ext. 2035, or by email susan.lightfoot@bvcog.org.

Sincerely,

Purchasing Solutions Alliance:

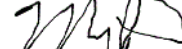
a program of the Brazos Valley Council of Governments

DocuSigned by:


D065BBFC737E4C6...

Susan Lightfoot, Program Manager

Brazos Valley Council of Governments:

DocuSigned by:


0E4A9664C82F4C2...

Michael Parks, AICP, Deputy Executive Director

Enclosures

cc: Tom Wilkinson, Jr., Executive Director
Procurement File



January 26, 2023
Item No. 7.9.
Fire Apparatus Parts & Service

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving an annual blanket purchase order for parts and repair labor for fire trucks from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative not to exceed \$250,000.

Relationship to Strategic Goals:

Financially Sustainable City

Recommendation(s): Staff recommends approval of an annual blanket purchase order to purchase various repair parts and services from Siddons-Martin Emergency Group through the BuyBoard Purchasing Cooperative. The estimated annual expenditure of \$250,000.00 is based on the average amount spent on repair parts and services since January 2022 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year.

Summary: BuyBoard is a purchasing cooperative for public agencies. All products and services available for purchase through BuyBoard contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals. Contingent upon Council approval, a blanket purchase order will be issued for the term of January 28, 2023 through January 27, 2024.

Budget & Financial Summary: Purchases of fire apparatus parts are made through an inventory account as budgeted and available in the Fleet Maintenance Funds. Charges are made to the Fire Department for fire apparatus vehicle maintenance and repairs based on the average annual cost for each piece of equipment.

Attachments:

1. BuyBoard 651-21 Siddons Martin Emergency Group



Vendor Contract Information Summary

Vendor Name	Siddons-Martin Emergency Group, LLC
Contact	Jeffrey A. Doran
Phone Number	800-784-6806
Email	jdoran@siddons-martin.com
Website	www.siddons-martin.com
Federal ID	27-433590
Accepts RFQs	Yes
Address Line 1	1362 East Richey
Vendor City	Houston
Vendor Zip	77073
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Driven
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	All Texas Regions
States Served	All States
Contract Name	Fire Service Apparatus Vehicles
Contract #	651-21
Effective Date	10/01/2021
Expiration Date	09/30/2024
Service Fee Note	Vehicle purchase orders are subject to a \$1500 service fee
Quote Reference Number	651-21
Additional Dealers	See Additional Dealers/Distributors for dealer list



January 26, 2023
Item No. 7.10.
Tires

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving annual tire purchases and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative (Contract 636-21) in the annual not-to-exceed amount of \$310,000.

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends approval to purchase new tires and retread services from Southern Tire Mart, LLC through the BuyBoard Purchasing Cooperative contract. The estimated annual expenditure of \$310,000.00 is based on the average amount spent on new tires and retread services since January 2022 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year.

Summary: Southern Tire Mart, LLC is BuyBoard's contractor for the sale of new tires and retread services. BuyBoard is a purchasing cooperative for public agencies. All products and services available for purchase through BuyBoard contracts have been competitively bid and awarded. Purchasing products and services via BuyBoard contracts satisfies any requirement of State law relating to competitive bids or proposals. Contingent upon Council approval a blanket contract will be issued to Southern Tire Mart, LLC for the term of January 28, 2023 through January 27, 2024.

Budget & Financial Summary: Funds are available and budgeted in the Fleet Maintenance fund which is funded by all other departments.

Attachments:

1. BuyBoard 636-21 Southern Tire Mart



Vendor Contract Information Summary

Vendor Name	Southern Tire Mart, LLC
Contact	Richard Conwill
Phone Number	8777864681
Email	gov-sales@stmtires.com
Website	www.stmtires.com
Federal ID	06-1689011
Accepts RFQs	Yes
Address Line 1	800 Highway 98
Vendor City	Columbia
Vendor Zip	39429
Vendor State	MS
Vendor Country	USA
Delivery Days	14
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Company Truck
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Certificate Number	N
Certifying Agency	N
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	All Texas Regions
States Served	Alabama, Arizona, Arkansas, Florida, Georgia, Louisiana, Mississippi, Nebraska, New Mexico, Oklahoma, Tennessee, Texas, Utah, Virginia
Contract Name	Tires, Tubes, Supplies and Equipment
Contract #	636-21
Effective Date	03/01/2021
Expiration Date	02/29/2024



Vendor Contract Information Summary

Service Fee Note Vehicle purchase orders are subject to a \$100 service fee
Quote Reference Number 636-21
Return Policy See attached.
Additional Dealers See Additional Dealers/Distributors for dealer list

January 26, 2023
Item No. 7.11.
Sunset Joint Relief Funding Review Committee

Sponsor: David Brower

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the repeal of Resolution No. 2-23-2006-10.13 that will sunset the Joint Relief Funding Review Committee.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff recommends that City Council repeal the Resolution forming the Joint Relief Funding Review Committee to allow for the sunset of the committee.

Summary: Since 1985, the Cities of College Station and Bryan have partnered to jointly award Community Development Block Grant (CDBG) funds to nonprofit health and human service programs that primarily benefit low to moderate income residents. The Joint Relief Funding Review Committee (JRFRC) was formed to allow each City Council to appoint three volunteers from their jurisdiction to evaluate proposals submitted from non-profit agencies and to recommend funding as part of each City's Council approved Annual Action Plan and Community Development Budget.

Since 1985, the JRFRC has recommended over 9.8 million dollars in funding (5.2 million from College Station and 4.6 million from Bryan) to 50 different agencies. As per federal guidelines, no more than 15% of a city's annual CDBG allocation may be used for this purpose.

The City of Bryan notified City of College Station staff in September 2022 of their intent to sunset the JRFRC. At the November 17, 2022 meeting, the City of Bryan Council voted to repeal the resolution creating the JRFRC while adopting a new, internal allocation method. The City of Bryan staff cited decreased allocation and staffing levels and increases in proposal evaluation timelines in the JRFRC process as reasons for their decision.

At the City Council meeting on January 12, 2023, Council provided staff with direction regarding the process for future allocation of CDBG Public Service funding.

Budget & Financial Summary: N/A

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, REPEALING RESOLUTION NO. 2-23-2006-10.13 ADOPTED ON FEBRUARY 23rd, 2006.

WHEREAS, the City Council of the City of College Station, Texas, established the Bryan/College Station Joint Relief Funding Review Committee on May 26th, 1988, to review requests for municipal funding by resolution of the City Council; and,

WHEREAS, on February 23rd, 2006, the City Council of the City of College Station, Texas adopted Resolution No. 2-23-2006-10.13 revising and restating the Bryan/College Station Joint Relief Funding Review Committee; and

WHEREAS, the City Council of the City of Bryan, Texas discontinued the City of Bryan's participation in the Joint Relief Funding Review Committee on November 17th, 2022; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Resolution No. 2-23-2006-10.13 adopted on February 23rd, 2006, is hereby repealed.

ADOPTED this _____ day of _____, A.D. 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

January 26, 2023
Item No. 7.12.
Bullet Resistant Shield Resolution

Sponsor: Rodney Sigler

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution accepting a \$170,920.84 grant from the Office of the Governor for purchasing bullet resistant shields for the police department.

Relationship to Strategic Goals:

Financial Sustainability

Recommendation(s): Staff recommends council approve this item to receive the grant

Summary: Following the school shooting in Uvalde, the Office of the Governor allotted funds that police departments could apply for to respond to such incidents. The bullet resistant shields allow officers to more safely enter active-shooter environments with some degree of protection. The College Station Police Department applied for the grant and were awarded \$170,920.84 for the purchase of bullet resistant shields.

Budget & Financial Summary: A budget amendment for the purchase of \$170,920.84 worth of bullet resistant shields will be needed.

Attachments:

1. Grant Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION AUTHORIZING THE CHIEF OF POLICE OR DESIGNEE TO EXECUTE APPLICATION NECESSARY DOCUMENTS TO SUBMIT THE OFFICE OF THE GOVERNOR FOR GRANT FUNDS FOR THE PURCHASE OF BULLET RESISTANT SHIELDS ON BEHALF OF THE CITY AND TO ACT ON ITS BEHALF WITH RESPECT TO GRANT ADMINISTRATION.

WHEREAS, the City of College Station Police Department agrees to provide applicable matching funds for the Bullet Resistant Shields as required by the Office of the Governor grant application; and

WHEREAS, the City of College Station agrees that in the event of loss or misuse of the Office of the Governor funds, the City of College Station assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of College Station designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City of College Station.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of College Station hereby approves the submission of the Bullet Resistant Shields grant application to the Office of the Governor, Grants Division.

PART 1: That the City Council hereby authorizes the Chief of Police as the authorized official to execute documents necessary for the submission of the Bullet Resistant Shields grant application, with Application Number **4659501**, for Public Safety Office. Office of the Governor on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

PART 2: That the Chief of Police as the authorized official is given the power to apply for, accept, reject, alter or terminate the Bullet Resistant Shields grant application on behalf of the City of College Station.

PART 3: That the City of College Station agrees in the event of loss or misuse of the funds, the City of College Station assures the funds will be returned in full.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this ____ day of _____, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

January 26, 2023
Item No. 7.13.
Texas Enterprise Zone Nomination Resolution

Sponsor: Brian Piscacek, Economic Development Manager

Reviewed By CBC: Economic Development Committee

Agenda Caption: Presentation, discussion, and possible action on a revised resolution nominating FUJIFILM Diosynth Biotechnologies, LLC for designation by the Governor's Office of Economic Development and Tourism as a Texas Enterprise Project and repealing resolution number 10-13-22-8.11.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommend Council repeal the nomination resolution dated October 13, 2022, and approve the revised nomination resolution.

Summary: On October 13, 2022, City Council approved a resolution nominating FUJIFILM Diosynth Biotechnologies Texas, LLC for an enterprise zone designation which allowed the company to apply for the Texas Enterprise Zone incentive program via the Office of the Texas Governor during the December 1, 2022, application round. During the review process of the company's application, the Office of the Governor noted additional language required to be included in the nominating resolution. Since this nomination is for a "Double Jumbo" designation, the State requires the following clarifying language in the resolution to indicate that the nomination will use two of the City's allowed designations per biennium: "and that the designation will count as two of six allowed designations". This language was added in the fourth WHEREAS and in PART 3 of the resolution. No other revisions were made to the resolution.

To support the continued expansion of FDBT's campus in College Station and to address the requirements received from the Office of the Governor, the company respectfully requests approval of the revised Texas Enterprise Project nomination from the City of College Station.

Texas Enterprise Zone Program Overview

If the enterprise project designation is provided by the State, the company would be eligible to receive state sales & use tax rebates based on capital investment and job creation at the qualified business site. While the rebates are only on the state portion of the sales tax (no local financial impact), the application process requires a nomination from the City. The City is granted six Texas Enterprise Zone nominations per biennium. Due to the scope of FUJIFILM Diosynth Biotechnologies Texas's expansion (over \$150 million), this project is considered a "Double Jumbo" and would utilize two of these nomination slots, leaving four for additional nominations for the City to utilize through the end of the biennium (8/31/2023).

FUJIFILM Diosynth Biotechnologies

FUJIFILM Diosynth Biotechnologies is a world leading cGMP Contract Development and Manufacturing organization (CDMO) with experience in the development and manufacture of recombinant biopharmaceuticals and gene therapies. The company has global Centers of Excellence in the US and UK including a College Station, TX facility - FUJIFILM Diosynth Biotechnologies Texas

(FDBT).

Currently at the College Station location, the company employs approximately 800 full-time staff and operates a CDMO offering development and manufacturing services to the biopharmaceutical industry in the areas of monoclonal antibodies, recombinant vaccines and gene therapy.

FUJIFILM Diosynth Biotechnologies Texas (FDBT) plans to expand its footprint and capabilities in College Station including the construction of an additional cGMP commercial manufacturing facility (Project Flagship) consisting of over \$300 million in new capital investment and the creation of over 150 new jobs. This facility will increase the FDB's biomanufacturing capabilities for vaccines and gene therapies.

Budget & Financial Summary: N/A

Attachments:

1. Revised Nomination Resolution

RESOLUTION NO. 1-26-23-7.14

NOMINATING FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC FOR TEXAS ENTERPRISE ZONE PROGRAM STATUS THROUGH THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT BANK; RESOLVING THAT FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC IS A ‘QUALIFIED BUSINESS’ AS DEFINED IN SECTION 2303.402 OF THE ACT AND MEETS THE CRITERIA FOR DESIGNATION AS A DOUBLE JUMBO ENTERPRISE PROJECT, AS SET FORTH IN SECTION 2303, SUBCHAPTER F OF THE ACT; AND FURTHER ESTABLISHING THAT THE ENTERPRISE PROJECT SHALL TAKE EFFECT ON THE DATE OF DESIGNATION OF THE ENTERPRISE PROJECT BY THE OFFICE OF THE GOVERNOR (AGENCY) AND TERMINATE ON THE DATE ESTABLISHED BY THE AGENCY.

WHEREAS, the City of College Station has previously passed on February 26, 2009 Ordinance No. 2009-3168 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same now as were stated in Ordinance No. 2009-3168; and

WHEREAS, the Office of the Governor Economic Development and Tourism through the Economic Development Bank will consider **FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC** as an enterprise project pursuant to a nomination and an application made by the City of College Station; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City of College Station and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Government Code Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, (Act), **FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC** has applied to the City of College Station for designation as a Double Jumbo enterprise project, requiring two of the City’s six allowed designations; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That City of College Station finds that **FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC** is a “qualified business”, as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the City of College Station’s jurisdiction located outside of an enterprise zone and at least thirty-five percent (35.0%) of its new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans.

PART 2: The City of College Station finds that **FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC** meets the criteria for tax relief and other incentives adopted by the City of College Station and nominates **FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC** for an enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability.

PART 3: The City of College Station finds that it is in the best interest of the City to nominate **FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC** as a Double Jumbo enterprise project and that the designation will count as two of the City's six allowed designations pursuant to the Act.

PART 4: The Enterprise Project shall take effect on the date of designation of the enterprise project by the Agency or by December 1, 2022 and terminate on the date established by the Agency or by December 1, 2027.

ADOPTED this day of 26th January, 2023

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

January 26, 2023
Item No. 8.1.
ABAN2022-000008 3939 Fujifilm Way; PUE Abandonment

Sponsor: Anthony Armstrong

Reviewed By CBC: N/A

Agenda Caption: Public Hearing, presentation, discussion, and possible action on an ordinance vacating and abandoning a 0.274 acre portion of a variable width Public Utility Easement, said portion lying within Lot 2, Block 1, of the Traditions Subdivision Phase 23 according to the easement recorded in Volume 13417, Page 155, of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Diverse & Growing Economy

Recommendation(s): Staff recommends approval.

Summary: The public utility easement abandonment is being requested by the applicant as a result of a desire to add an additional building that is part of the Fujifilm Campus Master Plan, Building 300. The previously existing water and electrical infrastructure that was existing in the easements have been removed and rerouted making the easement no longer necessary for the City's use.

The 0.274 acre public utility easement is located due east of the current terminus of Fujifilm Way.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Vicinity Map
4. Location Map
5. Application

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.274 ACRE PORTION OF THE VARIABLE WIDTH PUBLIC UTILITY EASEMENT, SAID PORTION LYING WITHIN LOT 2, BLOCK 1, OF THE TRADITIONS SUBDIVISION PHASE 23, ACCORDING TO THE EASEMENT RECORDED IN VOLUME 13417, PAGE 155 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the variable width Public Utility Easement, said portion lying within lot 2, block 1, of the Traditions Subdivision Phase 23, according to the easement recorded in Volume 13417, Page 155 of the official records of Brazos county, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Public Utility Easement”); and

WHEREAS, in order for the Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Public Utility Easement.
3. There is no anticipated future public need or use for the Public Utility Easement.
4. Abandonment of the Public Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Public Utility Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this 26th day of January, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

October 24, 2022
Job No. 21-1593
Page 1 of 3

EXHIBIT "A"
TRADITIONS SUBDIVISION-PHASE 23- LOT 2, BLOCK 1
EASEMENT ABANDONMENT-0.274 ACRE
JOHN H. JONES SURVEY, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS

Field notes of a 0.274 acre tract or parcel of land, lying and being situated in the John H. Jones Survey, Abstract No. 26, College Station, Brazos County, Tx and being part of the called 1.138 acre electric and water easement described in the Easement Agreement to the City of College Station, Texas as recorded in Volume 13417, Pg. 155 of the Official Public Records of Brazos County, Texas, said 1.138 acre easement tract lies within Lot 2, Block 1-Traditions Subdivision- Phase 23 as recorded in Vol. 11293, Pg. 184 of the Official Public Records of Brazos County, Texas and said 0.274 acre tract being more particularly described as follows:

COMMENCING at a ½-inch iron rod with cap found at the south corner of Lot 2, Block 1-Traditions Subdivision -Phase 23, same being an interior ell corner of Lot 3, Block 1 (22.294 Ac.)-Traditions Subdivision-Phase 25 according to the plat recorded in Volume 16118, Pg. 69 of the Official Public Records of Brazos County, Texas, from which a ½" iron rod with cap found at a southerly interior ell corner of said Lot 3, Block 1-Phase 25- bears South 16° 35' 03" East~533.64 feet;

Thence North 48° 07' 58" West along the southwest line of the beforementioned Lot 2, Block 1-Traditions Subdivision -Phase 23, same being a northeast line of the beforementioned Lot 3, Block 1-Traditions Subdivision- Phase 25 for a distance of 99.65 feet to a south corner of the beforementioned 1.138 acre easement;

Thence North 41° 59' 23" East along a southwest line of the beforementioned 1.138 acre easement and through the interior of said Lot 2, Block 1 for a distance of 142.76 feet to the a ½' iron rod with cap set at the **PLACE OF BEGINNING** of this description;

Thence **North 48° 02' 04" West** entirely across the beforementioned 1.138 acre easement for a distance of **30.00** feet to a nail set in a northwest line of the 1.138 acre easement tract;

Thence along the lines of the beforementioned 1.138 acre easement tract and through the interior of the beforementioned Lot 2, Block 1-Traditions Subdivision-Phase 23, as follows:

North 41° 59' 08" East for a distance of **101.95** feet to a ½" iron rod with cap set at Point "A";

South 48° 11' 07" East for a distance of **117.28** feet to a nail set;

North 86° 59' 03" East for a distance of **28.37** feet to a nail set;

South 48° 11' 07" East for a distance of **38.88** feet to a nail set;

North 86° 53' 47" East for a distance of **16.68** feet to a nail set;

North 41° 58' 54" East for a distance of **121.21** feet to a ½" iron rod with cap set;

South 48° 02' 31" East entirely across said easement for a distance of **25.03** feet to a nail set in a southeast line of said 1.138 acre easement;

Thence continuing along the lines of the beforementioned 1.138 acre easement tract and through the interior of said Lot 2, Block 1, as follows:

South 41° 59' 15" West for a distance of 158.66 feet to a nail set;

South 86° 54' 07" West for a distance of 13.13 feet;

North 48° 10' 47" West for a distance of 80.22 feet;

South 86° 59' 23" West for a distance of 72.42 feet to a nail set;

North 48° 00' 37" West for a distance of 42.31 feet;

South 41° 59' 23" West for a distance of 36.11 feet to the **PLACE of BEGINNING**, containing a total of 0.329 acre of land, more or less. **SAVE & EXCEPT** the following described 0.055 acre tract.

SAVE & EXCEPT TRACT-0.055 ACRE

Field notes of a 0.055 acre tract or parcel of land, lying and being situated in the John H. Jones Survey, Abstract No. 26, College Station, Brazos County, Tx and being part of Lot 2, Block 1-Traditions Subdivision-Phase 23 as recorded in Vol. 11293, Pg. 184 of the Official Public Records of Brazos County, Texas and said 0.055 acre tract being an "islandized" area which is surrounded by but not included within the called 1.138acre easement tract described in Volume 13417, Page 155 of the Official Public Records of Brazos County Texas and said 0.055 acre tract being more particularly described as follows:

COMMENCING at a ½-inch iron rod with cap found at the south corner of the beforementioned Lot 2, Block 1-Traditions Subdivision -Phase 23, same being an interior ell corner of Lot 3, Block 1 (22.294 Ac.)-Traditions Subdivision-Phase 25 according to the plat recorded in Volume 16118, Pg. 69 of the Official Public Records of Brazos County, Texas, from which a ½" iron rod with cap found at a southerly interior ell corner of said Lot 3, Block 1-Phase 25- bears South 16° 35 '03" East~533.64 feet;

Thence North 48° 07 '58" West along the southwest line of the beforementioned Lot 2, Block 1-Traditions Subdivision -Phase 23, same being a northeast line of the beforementioned Lot 3, Block 1-Traditions Subdivision- Phase 25 for a distance of 99.65 feet to a south corner of the beforementioned 1.138 acre easement;

Thence North 41° 59 '23" East along a southwest line of the beforementioned 1.138 acre easement and through the interior of said Lot 2, Block 1 for a distance of 142.76 feet to the a ½' iron rod with cap set at the beginning point of the above-described 0.329 acre tract;

Thence North 48° 02 '04" West entirely across the beforementioned 1.138 acre easement for a distance of 30.00 feet to a nail set in a northwest line of the 1.138 acre easement tract;

Thence North 41° 59 08" East along a northwest line of the beforementioned 1.138 acre easement for a distance of 101.95 feet to a ½" iron rod nail set at the above-described Point "A";

Thence South 03° 05' 33" East across the 1.138 acre easement for a distance of 21.18 feet to a nail set at a north corner of said easement for the **PLACE OF BEGINNING** of this description;

Thence along the "inside" lines of the beforementioned 1.138 acre easement tract and through the interior of the beforementioned Lot 2, Block 1-Traditions Subdivision-Phase 23, as follows:

South 48° 11'07" East for a distance of 87.24 feet to a nail set;

South 86° 59' 03" West for a distance of 51.11 feet to a nail set;

North 48° 00'57" West for a distance of 3.57 feet;

North 41° 58'02" East for a distance of 7.17 feet;

North 48° 01' 58" West for a distance of 15.00 feet;

South 41° 58' 02" West for a distance of 7.18 feet;

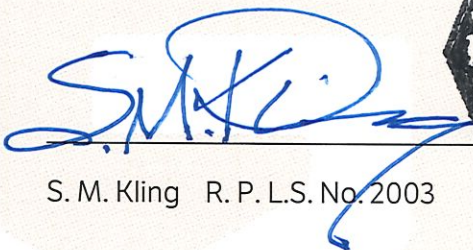
North 48° 00' 57" West for a distance of 32.53 feet to a nail set;

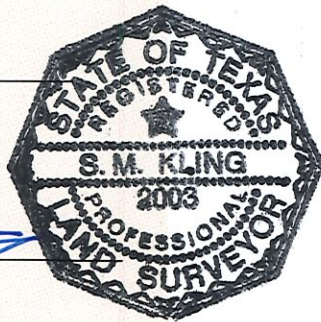
North 41° 59' 06" East for a distance of 35.90 feet to the **PLACE OF BEGINNING**,
containing 0.055 acre of land, more or less, **LEAVING A NET ACREAGE of 0.274 acre of**
land, more or less.

Notes:

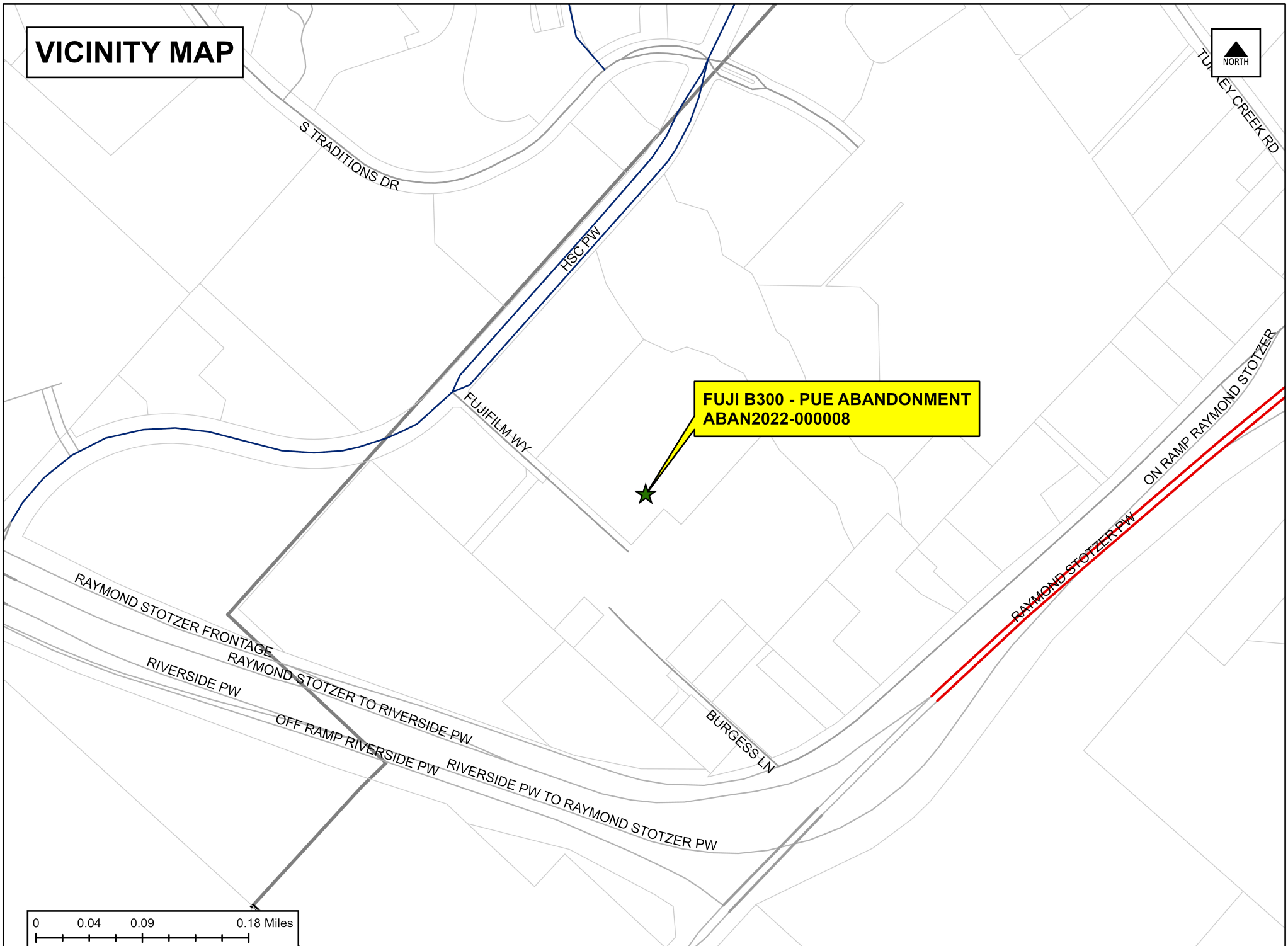
Bearings are based on the Texas State Plane Coordinate System, Central Zone (4203), North American Datum 83 datum, as obtained by GPS observations and referenced to the Leica SmartNet network of North America. Distances and coordinates shown hereon are grid values and may be converted to surface values by multiplying the values by the following TXDOT calculated scale factor: 1.00012

Surveyed: October, 2022


S. M. Kling R. P. L.S. No. 2003



VICINITY MAP



LOCATION MAP

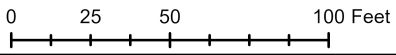


EASEMENT TO BE ABANDONED
0.274 ACRES

Lot:

Lot:

FUJIFILM WY



FOR OFFICE USE ONLY

CASE NO.: _____

DATE SUBMITTED: _____

TIME: _____

STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☐ Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☐ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☐ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☐ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

FUJIFILM DIOSYNTH BIOTECHNOLOGIES TX
CONDOS, UNITS 1-2 & COMMON AREAS
(SEE CAGI ACCT FOR IMPROVEMENT ONLY)

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name PEDRO RICO E-mail PRICO@GESSNERENG.COM
 Street Address 401 W 26TH ST
 City BRYAN State TX Zip Code 77803
 Phone Number 979-402-7564 Fax Number _____

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

c/o Gerry Farrell, COO
(Jeremy.Robinson@fujifilm.com)

Name Fujifilm Diosynth Biotechnologies Texas, LLC E-mail _____
 Street Address: 3939 Biomedical Way
 City College Station State Texas Zip Code _____
 Phone Number (979) 341-3542 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.



Signature and title

11/10/2022

Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of-way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name NONE, EASEMENT PORTION WITHIN SUBJECT PROPERTY E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

THIS SECTION OF EASEMENT IS PART OF A 12" WATER LINE LOOP AND ELECTRICAL PUE WITHIN THE PROPERTY; THE LOOP WILL REMAIN BUT BE RELOCATED. THE FUJIFILM B300 SITE PROJECT WILL BE RELOCATING THE EXISTING INFRASTRUCTURE TO THE EAST OF THIS EASEMENT.

8. That there is no current public need or use for the easement or right-of-way because:

THIS PORTION OF EASEMENT IS FULLY WITHIN ONE PROPERTY, AND WE ARE RELOCATING IT TO THE EAST WITH THE FUJIFILM B300 SITE PROJECT.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

THIS PORTION OF EASEMENT IS FULLY WITHIN ONE PROPERTY. THE EXISTING PUE LOOP WILL REMAIN BUT BE MODIFIED TO THE EAST NOT AFFECTING ADJACENT PROPERTY OWNERS.

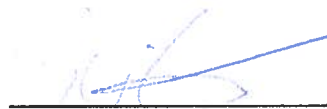
10. That all public utilities have access to serve current and future customers because:

THIS PORTION OF EASEMENT IS FULLY WITHIN ONE PROPERTY. THE EXISTING PUE LOOP WILL REMAIN NOT AFFECTING ADJACENT PROPERTY OWNERS.

11. Such public right-of-way/easement has been and is being used as follows:

AN EXISTING 12" WATER LINE MAIN IS INSIDE THIS PUE IN ADDITION TO ELECTRICAL INFRASTRUCTURE FEEDING UP TO THE TRANSFORMERS FOR BUILDING 100 AND 200. THE PLAN IS TO REMOVE THE EXISTING WATER LINE SINCE A REDUNDANT LOOP EXISTS AND REROUTE THE PRIMARY ELECTRICAL AND TRANSFORMER LOCATIONS.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.



Signature and title

12-02-22
Date

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
COUNTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 2ND day of December, 2022 by Gerry Farrell MB




Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

October 24, 2022
Job No. 21-1593
Page 1 of 3

EXHIBIT "A"
TRADITIONS SUBDIVISION-PHASE 23- LOT 2, BLOCK 1
EASEMENT ABANDONMENT-0.274 ACRE
JOHN H. JONES SURVEY, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS

Field notes of a 0.274 acre tract or parcel of land, lying and being situated in the John H. Jones Survey, Abstract No. 26, College Station, Brazos County, Tx and being part of the called 1.138 acre electric and water easement described in the Easement Agreement to the City of College Station, Texas as recorded in Volume 13417, Pg. 155 of the Official Public Records of Brazos County, Texas, said 1.138 acre easement tract lies within Lot 2, Block 1-Traditions Subdivision- Phase 23 as recorded in Vol. 11293, Pg. 184 of the Official Public Records of Brazos County, Texas and said 0.274 acre tract being more particularly described as follows:

COMMENCING at a ½-inch iron rod with cap found at the south corner of Lot 2, Block 1-Traditions Subdivision -Phase 23, same being an interior ell corner of Lot 3, Block 1 (22.294 Ac.)-Traditions Subdivision-Phase 25 according to the plat recorded in Volume 16118, Pg. 69 of the Official Public Records of Brazos County, Texas, from which a ½" iron rod with cap found at a southerly interior ell corner of said Lot 3, Block 1-Phase 25- bears South 16° 35 '03" East~533.64 feet;

Thence North 48° 07 '58" West along the southwest line of the beforementioned Lot 2, Block 1-Traditions Subdivision -Phase 23, same being a northeast line of the beforementioned Lot 3, Block 1-Traditions Subdivision- Phase 25 for a distance of 99.65 feet to a south corner of the beforementioned 1.138 acre easement;

Thence North 41° 59 '23" East along a southwest line of the beforementioned 1.138 acre easement and through the interior of said Lot 2, Block 1 for a distance of 142.76 feet to the a ½' iron rod with cap set at the **PLACE OF BEGINNING** of this description;

Thence **North 48° 02 '04" West** entirely across the beforementioned 1.138 acre easement for a distance of 30.00 feet to a nail set in a northwest line of the 1.138 acre easement tract;

Thence along the lines of the beforementioned 1.138 acre easement tract and through the interior of the beforementioned Lot 2, Block 1-Traditions Subdivision-Phase 23, as follows:

North 41° 59' 08" East for a distance of **101.95** feet to a ½" iron rod with cap set at Point "A";

South 48° 11' 07" East for a distance of **117.28** feet to a nail set;

North 86° 59' 03" East for a distance of **28.37** feet to a nail set;

South 48° 11' 07" East for a distance of **38.88** feet to a nail set;

North 86° 53' 47" East for a distance of **16.68** feet to a nail set;

North 41° 58' 54" East for a distance of **121.21** feet to a ½" iron rod with cap set;

South 48° 02' 31" East entirely across said easement for a distance of **25.03** feet to a nail set in a southeast line of said 1.138 acre easement;

Thence continuing along the lines of the beforementioned 1.138 acre easement tract and through the interior of said Lot 2, Block 1, as follows:

South 41° 59' 15" West for a distance of 158.66 feet to a nail set;

South 86° 54' 07" West for a distance of 13.13 feet;

North 48° 10' 47" West for a distance of 80.22 feet;

South 86° 59' 23" West for a distance of 72.42 feet to a nail set;

North 48° 00' 37" West for a distance of 42.31 feet;

South 41° 59' 23" West for a distance of 36.11 feet to the PLACE of BEGINNING, containing a total of 0.329 acre of land, more or less. **SAVE & EXCEPT** the following described 0.055 acre tract.

SAVE & EXCEPT TRACT-0.055 ACRE

Field notes of a 0.055 acre tract or parcel of land, lying and being situated in the John H. Jones Survey, Abstract No. 26, College Station, Brazos County, Tx and being part of Lot 2, Block 1-Traditions Subdivision-Phase 23 as recorded in Vol. 11293, Pg. 184 of the Official Public Records of Brazos County, Texas and said 0.055 acre tract being an "islandized" area which is surrounded by but not included within the called 1.138acre easement tract described in Volume 13417, Page 155 of the Official Public Records of Brazos County Texas and said 0.055 acre tract being more particularly described as follows:

COMMENCING at a ½-inch iron rod with cap found at the south corner of the beforementioned Lot 2, Block 1-Traditions Subdivision -Phase 23, same being an interior ell corner of Lot 3, Block 1 (22.294 Ac.)-Traditions Subdivision-Phase 25 according to the plat recorded in Volume 16118, Pg. 69 of the Official Public Records of Brazos County, Texas, from which a ½" iron rod with cap found at a southerly interior ell corner of said Lot 3, Block 1-Phase 25- bears South 16° 35 '03" East~533.64 feet;

Thence North 48° 07 '58" West along the southwest line of the beforementioned Lot 2, Block 1-Traditions Subdivision -Phase 23, same being a northeast line of the beforementioned Lot 3, Block 1-Traditions Subdivision- Phase 25 for a distance of 99.65 feet to a south corner of the beforementioned 1.138 acre easement;

Thence North 41° 59 '23" East along a southwest line of the beforementioned 1.138 acre easement and through the interior of said Lot 2, Block 1 for a distance of 142.76 feet to the a ½' iron rod with cap set at the beginning point of the above-described 0.329 acre tract;

Thence North 48° 02 '04" West entirely across the beforementioned 1.138 acre easement for a distance of 30.00 feet to a nail set in a northwest line of the 1.138 acre easement tract;

Thence North 41° 59 08" East along a northwest line of the beforementioned 1.138 acre easement for a distance of 101.95 feet to a ½" iron rod nail set at the above-described Point "A";

Thence South 03° 05' 33" East across the 1.138 acre easement for a distance of 21.18 feet to a nail set at a north corner of said easement for the **PLACE OF BEGINNING** of this description;

Thence along the "inside" lines of the beforementioned 1.138 acre easement tract and through the interior of the beforementioned Lot 2, Block 1-Traditions Subdivision-Phase 23, as follows:

South 48° 11'07" East for a distance of 87.24 feet to a nail set;

South 86° 59' 03" West for a distance of 51.11 feet to a nail set;

North 48° 00'57" West for a distance of 3.57 feet;

North 41° 58'02" East for a distance of 7.17 feet;

North 48° 01' 58" West for a distance of 15.00 feet;

South 41° 58' 02" West for a distance of 7.18 feet;

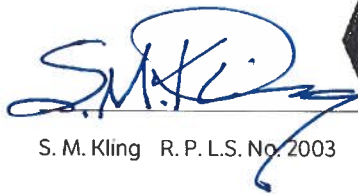
North 48° 00' 57" West for a distance of 32.53 feet to a nail set;

North 41° 59' 06" East for a distance of 35.90 feet to the PLACE OF BEGINNING,
containing 0.055 acre of land, more or less, LEAVING A NET ACREAGE of 0.274 acre of
land, more or less.

Notes:

Bearings are based on the Texas State Plane Coordinate System, Central Zone (4203), North American Datum 83 datum, as obtained by GPS observations and referenced to the Leica SmartNet network of North America. Distances and coordinates shown hereon are grid values and may be converted to surface values by multiplying the values by the following TXDOT calculated scale factor: 1.00012

Surveyed: October, 2022


S. M. Kling R. P. L.S. No. 2003

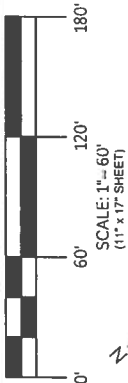


Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.



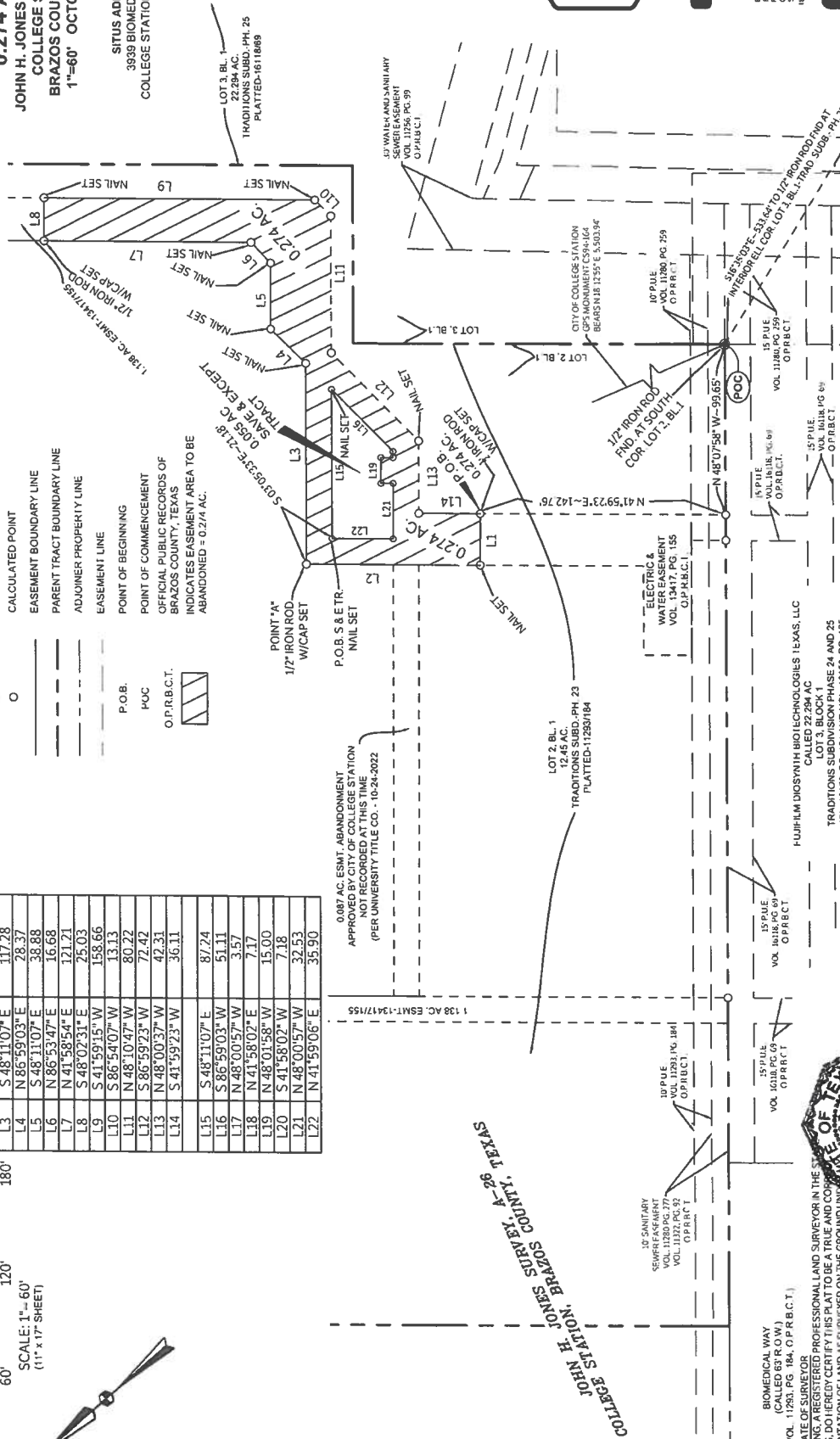
LINE	BEARING	DISTANCE
L1	N 48°02'04" W	30.00
L2	N 41°59'08" E	101.95
L3	S 48°11'07" E	117.28
L4	N 86°59'03" E	28.37
L5	S 48°11'07" E	38.88
L6	N 86°53'47" E	16.68
L7	N 41°58'54" E	121.21
L8	S 48°02'31" E	25.03
L9	S 41°59'15" W	158.66
L10	S 86°54'07" W	13.13
L11	N 48°10'47" W	80.22
L12	S 86°59'23" W	72.42
L13	N 48°00'37" W	42.31
L14	S 41°59'23" W	36.11
L15	S 48°11'07" E	87.24
L16	S 86°59'03" W	51.11
L17	N 48°00'57" W	3.57
L18	N 41°58'02" E	7.17
L19	N 48°01'58" W	15.00
L20	S 41°58'02" W	7.18
L21	N 48°00'57" W	32.53
L22	N 41°59'06" E	35.90

LEGEND

●	1/2" IRON ROD FOUND WITH CAP STAMPED "KERR"
○	CALCULATED POINT
---	EASEMENT BOUNDARY LINE
---	PARENT TRACT BOUNDARY LINE
---	ADJOINER PROPERTY LINE
---	EASEMENT LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
▨	INDICATES EASEMENT AREA TO BE ABANDONED = 0.274 AC.

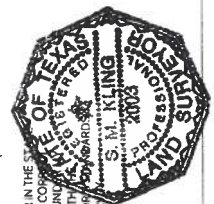
EXHIBIT "B" EASEMENT ABANDONMENT 0.274 ACRE JOHN H. JONES SURVEY, A-26 COLLEGE STATION, BRAZOS COUNTY, TEXAS 1"=60' OCTOBER, 2022

SITUS ADDRESS:
3939 BIOMEDICAL WAY
COLLEGE STATION, TEXAS 77845



CONSULTING OFFICE
STRUCTURAL SURVEY
401 W. 21ST ST.
SUITE 100
FORT WORTH, TEXAS 76102
TEL: 817.335.1111
FAX: 817.335.1112
WWW.GESSNERENGINEERING.COM

EASEMENT ABANDONMENT EXHIBIT	
ISSUE DATE:	10-24-2022
DRAWN BY:	NF
CHECKED BY:	SH
PROJECT #	21-1593

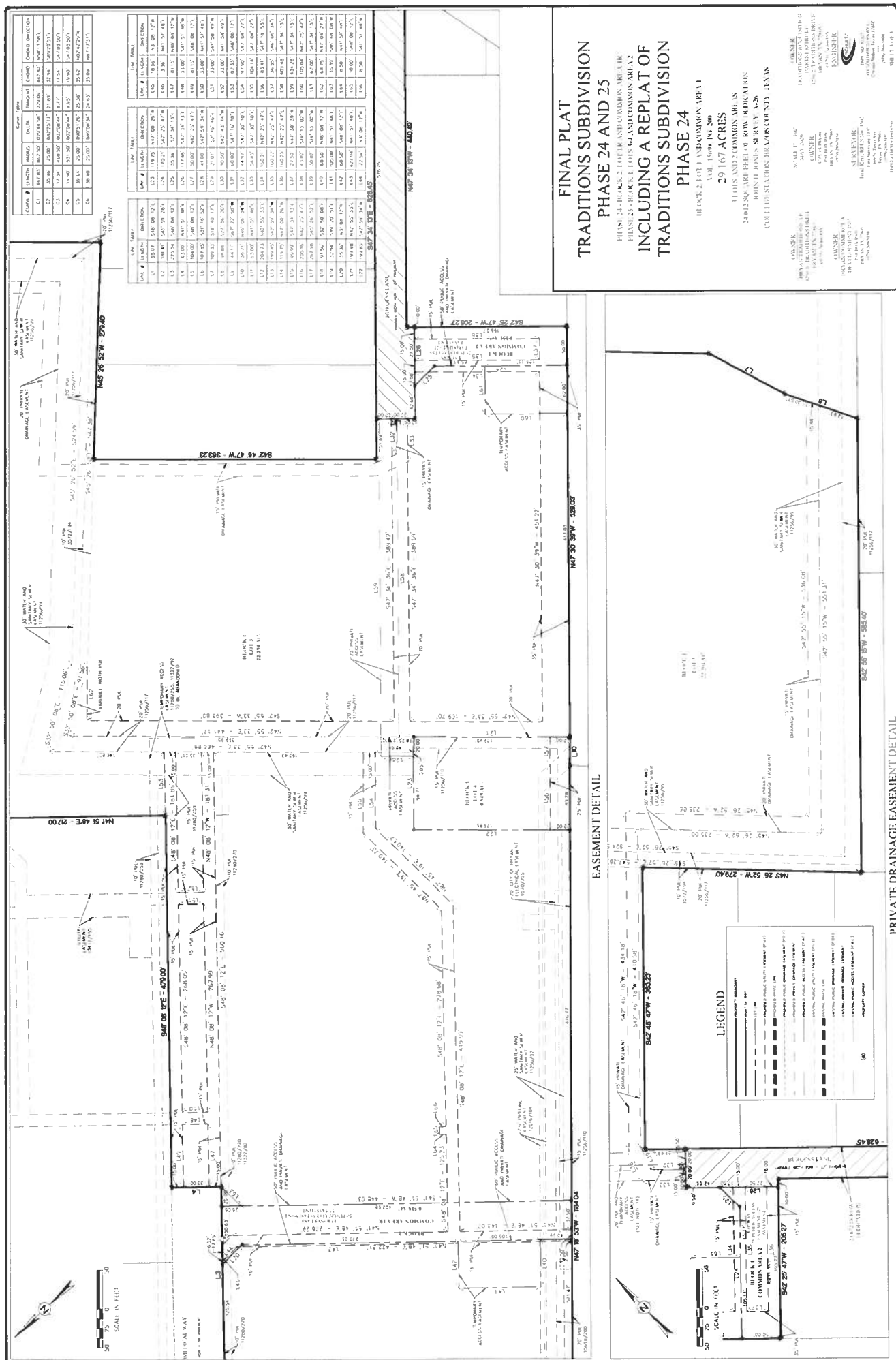


CERTIFICATE OF SURVEYOR
S.M. KLING, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THIS PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF LAND AS SURVEYED ON THE GROUND UNDER THE SUPERVISION DIRECTION AND SUBSTANTIALLY COMPLIES WITH THE CURRANT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR CATEGORY 1B CONDITION II SURVEY.

JOHN H. JONES SURVEY, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS

11203 PG. 18 (VOL. 11203 PG. 18) O.P.R.B.C.T.

S.M. KLING R.P.L.S. NO. 2003



Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: Korey LeMond
Title: Engineer

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 2939 Bicomedica Way

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

VERIZON TELEPHONE COMPANY

By: [Signature]
Title: Engineering Supervisor

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: *Dan Augsburger* Dan Augsburger

Title: Operations Supervisor - Construction 11.9.2022

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 3939 Biomedical Way

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____


VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: 
Title: Distribution Engineer

Application for Abandonment of a Public Right-of-Way / Easement

Location: 3939 Fujifilm Way

EXHIBIT NO.4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

X 

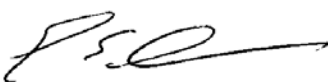
City Engineer
City of College Station

X 

Building Official
City of College Station

X 

Zoning Official
City of College Station

X 

Fire Marshal
City of College Station

X 

Electric Department
City of College Station

X 

Water Services Department
City of College Station

X 

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: _____

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____


SECRETARY'S CERTIFICATE

I, Judy Melillo, hereby (i) certify that I am the duly elected, qualified and acting Secretary of FUJIFILM Diosynth Biotechnologies Texas, LLC, a Texas limited liability company (the "Company"), and that, as such, I am authorized to execute and deliver this certificate on behalf of the Company and (ii) further certify, not in my individual capacity but solely in my official capacity, on behalf of the Company, as follows:

1. Mr. Gerry Farrell is the duly appointed, qualified and acting Chief Operating Officer of the Company.

2. As such Chief Operating Officer, Mr. Gerry Farrell has been authorized and empowered to sign documents on behalf of the Company, including but not limited to easement agreements and related title conveyance documents.

IN WITNESS WHEREOF, I have executed this certificate on behalf of the Company on this 5th day of August, 2020.


Name: Judy Melillo
Title: Secretary

Form 414
(Revised 09/13)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



**Restated Certificate of
Formation
With New Amendments**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

DEC 05 2014

Corporations Section

Entity Information

The name of the filing entity is:

Kalon Biotherapeutics, LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 801389568

The date of formation of the filing entity is: 2/25/2011

Statement of Approval

Each new amendment has been made in accordance with the provisions of the Texas Business Organizations Code. The amendments to the certificate of formation and the restated certificate of formation have been approved in the manner required by the Code and by the governing documents of the entity.

Required Statements

The restated certificate of formation, which is attached to this form, accurately states the text of the certificate of formation being restated and each amendment to the certificate of formation being restated that is in effect, and as further amended by the restated certificate of formation. The attached restated certificate of formation does not contain any other change in the certificate of formation being restated except for the information permitted to be omitted by the provisions of the Texas Business Organizations Code applicable to the filing entity.

RECEIVED

DEC 05 2014 6

Secretary of State

Effectiveness of Filing (Select either A, B, or C.)

- A. ☐ This document becomes effective when the document is filed by the secretary of state.
- B. ☒ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: December 8, 2014
- C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

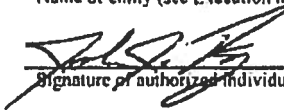
Execution

The undersigned affirms that the person designated as registered agent in the restated certificate of formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 12/5/2014

Kalon Biotherapeutics, LLC

Name of entity (see Execution instructions)



Signature of authorized individual (see instructions)

John Foy

Printed or typed name of authorized individual

Attach the text of the amended and restated certificate of formation to the completed statement form. Identify the attachment as "Restated Certificate of Formation of [Name of Entity]."

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
KALON BIOTHERAPEUTICS, LLC**

John Foy, under the provisions and subject to the requirements of the Texas Business Organizations Code, as amended (the "**Code**"), hereby certifies that:

ONE: The name of this limited liability company is Kalon Biotherapeutics, LLC (the "**Company**"), and the date of filing of the last filed Certificate of Formation of the Company with the Texas Secretary of State was February 25, 2011.

TWO: He is a duly elected and acting Manager of this limited liability company.

THREE: The Certificate of Formation of the Company is hereby amended and restated to read as follows:

ARTICLE ONE

The name of the Company is FUJIFILM Diosynth Biotechnologies Texas, LLC.

ARTICLE TWO

The type of filing entity being formed is a limited liability company.

ARTICLE THREE

The purpose for which the Company is organized is to engage in the transaction of any and all lawful business for which a limited liability company may be organized under the Code.

ARTICLE FOUR

The street address of the initial registered office of the Company is 211 E. 7th Street, Suite 620, Austin, Texas 78701, and the name of its initial registered agent at such address is Corporation Service Company d/b/a CSC Lawyers Incorporating Service Company.

ARTICLE FIVE

The Company will be managed by its Board of Managers. The name and address of the Managers of the Company are as follows:

<u>Name</u>	<u>Address</u>
Steve Bagshaw	FUJIFILM Diosynth Biotechnologies UK Ltd. Belasis Avenue Billingham TS23 1LH United Kingdom

John Foy	FUJIFILM Diosynth Biotechnologies U.S.A., Inc. 101 J. Morris Commons Lane Morrisville, NC 27560
Akira Kase	FUJIFILM Corporation Tokyo Midtown, 7-3, Akasaka 9- chome Minato-ku, Tokyo 107-0052, Japan
Kenji Orihashi	FUJIFILM Diosynth Biotechnologies U.S.A., Inc. 101 J. Morris Commons Lane Morrisville, NC 27560
Seimi Satake	FUJIFILM Diosynth Biotechnologies UK Ltd. Belasis Avenue Billingham TS23 1LH United Kingdom
Ray Bonilla	The Texas A&M University System 301 Tarrow Street, 6 th Floor College Station, TX 77840
Terry Hazell	Texas Emerging Technology Fund Office of the Governor 1100 San Jacinto Austin, Texas 78701

ARTICLE SIX

This document shall become effective December 8, 2014.


John Foy, Manager

January 26, 2023

Item No. 8.2.

Base Failure and Pavement Reconstruction Contract

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the award of a contract to Brazos Paving, Inc. for base failure repairs and pavement reconstruction treatments in an amount not to exceed \$8,410,000. This item is for contracted equipment, labor, and materials for standard maintenance activities associated with asphalt streets.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends awarding the contract to Brazos Paving, Inc. in the amount of \$8,410,000.

Summary: In response to bid #23-017, the city received four competitive sealed bids for base failure repairs and road reconstruction treatments for the City of College Station street maintenance program. The contract is being awarded to the lowest qualified bidder, Brazos Paving, Inc. for an amount not to exceed \$8,410,000.

This contract term will be for the period beginning January 26, 2023, through January 25, 2024 with the option of two additional one-year renewals.

Budget & Financial Summary: Funds are budgeted and available in the Roadway Maintenance Fund.

Attachments:

1. 23-017 Base Failure Repairs and Reconstruction Bid Tab



City of College Station - Purchasing Division
Bid Tabulation for #23-017
"Base Failures Repairs and Reconstruction"
Open Date: Tuesday, December 20, 2022 @ 2:00 p.m.

				Brazos Paving, Inc		Texas Materials dba Gulf Coast		Knife River Corporation South		Larry Young Paving, Inc.	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Section 1											
1	50,000.00	Ton	Asphalt, Hot Mix, Type D, Installed, 2-3 inches thick (including tack coat) in accordance with Section 32 12 16 of the "Bryan/College Station Unified Design Specifications"	\$97.60	\$4,880,000.00	\$129.00	\$6,450,000.00	\$122.50	\$6,125,000.00	\$128.25	\$6,412,500.00
2	10,000.00	Gallon	Emulsion, (MC-30) Installed	\$4.00	\$40,000.00	\$4.00	\$40,000.00	\$10.20	\$102,000.00	\$5.00	\$50,000.00
3	10,000.00	Gallon	Emulsion, (Ultra-Tack by Blacklidge or equivalent) Installed	\$4.00	\$40,000.00	\$4.00	\$40,000.00	\$8.00	\$80,000.00	\$5.80	\$58,000.00
4	25,000.00	Sq Yd	Base Failure Repairs, performance of 8” full depth base failure repair w/ type B Hotmix prior to road reconstruction as specified. Pricing should include all material and labor costs.	\$90.50	\$2,262,500.00	\$175.00	\$4,375,000.00	\$186.00	\$4,650,000.00	\$105.00	\$2,625,000.00
5	25,000.00	Sq Yd	Base Failure Repairs, performance of 8” full depth base failure repair w/ type A or D cement stabilized (4%) recycled crushed concrete base. Pricing should include all material and labor costs.	\$47.50	\$1,187,500.00	\$149.00	\$3,725,000.00	\$105.70	\$2,642,500.00	\$59.00	\$1,475,000.00
Section 1 - TOTAL				\$8,410,000.00		\$14,630,000.00		\$13,599,500.00		\$10,620,500.00	
Section 2 - As Needed											
6	1	Sq Yd	When Required by City, mill and excavate the depleted asphalt up to 2 inches in depth. Contractor will retain asphalt millings.	\$2.55	\$2.55	\$4.00	\$4.00	\$77.80	\$77.80	\$2.50	\$2.50
7	1	Sq Yd	When Required by City, mill and excavate the depleted asphalt up to 2 inches in depth. Contractor will deliver the asphalt millings to the City's stockpile area at 2613 Texas Ave.	\$3.10	\$3.10	\$5.00	\$5.00	\$77.70	\$77.70	\$3.75	\$3.75
8	1	Sq Yd	Repair any base failure that occurs before or during paving operation.	\$65.00	\$65.00	\$80.00	\$80.00	\$109.00	\$109.00	\$150.00	\$150.00
9	1	Ton	Delivery of HMAc to site for installation by City Crews. Vendor must be able to deliver using tandem axle bob-tail trucks.	\$89.00	\$89.00	\$100.00	\$100.00	\$98.89	\$98.89	\$100.00	\$100.00
Section 2 - As Needed				\$154.00		\$180.00		\$207.89		\$250.00	
Certification of Bid				✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓	
Acknowledgement of Addendums				✓		✓		✓		✓	

January 26, 2023

Item No. 8.3.

CDBG Public Service Agency Funding Review Committee

Sponsor: David Brower

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution forming a CDBG Public Service Agency Funding Review Committee.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff recommends approval of the resolutions

Summary: Since 1985 the Cities of College Station and Bryan have partnered to jointly award Community Development Block Grant (CDBG) funds to nonprofit health and human service programs that primarily benefit low to moderate income residents. The Joint Relief Funding Review Committee (JRFRC) was formed to allow three (3) Council appointed volunteers from College Station and three from Bryan to evaluate proposals and to recommend funding as part of each City's Council approved Annual Action Plan and Budget.

Since 1985 the JRFRC has recommended over 9.8 million dollars in funding (5.2 million from College Station and 4.6 million from Bryan) to 50 different agencies. No more than 15% of a city's annual CDBG allocation may be used for this purpose, as per federal guidelines.

The City of Bryan notified City of College Station staff this past September of their intent to sunset the JRFRC and the Bryan City Council voted to discontinue the JRFRC process and adopt a new, internal method at their meeting on November 17th, 2022. The City of Bryan cited decreased allocation and staffing levels and increases in proposal evaluation timelines in the JRFRC process as reasons for their decision.

At the January 12, 2023 meeting, City Council directed staff to create a citizen volunteer review committee. The proposed resolution creates a committee of no more than (6) members who will serve staggered three (3) year terms. Members will be eligible to serve for two (2) full terms. The committee will work with a staff liaison to review applications eligible for Community Development Block Grant funding and make recommendations to the City Council for approval with the Annual Action Plan and Community Development Budget.

Staff will present a brief summary of the application, review, and allocation process the committee will utilize.

Budget & Financial Summary: The CDBG Public Service Agency Funding Review Committee will allocate the allowable 15% of the annual Community Development Block Grant.

Attachments:

1. 1 - Resolution CDBG Public Service Agency FRC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CDBG PUBLIC SERVICE AGENCY FUNDING REVIEW COMMITTEE.

WHEREAS, the City Council of the City of College Station, Texas, desires to support residents through the appropriation of Community Development Block Grant funds to nonprofit social service programs; and

WHEREAS, the City Council believes the creation of a CDBG Public Service Agency Funding Review Committee is the best means of receiving funding recommendations; and

WHEREAS, the City Council of the City of College Station, Texas, desires to appropriate funding in an orderly and compassionate manner; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1: That the City Council hereby creates the CDBG Public Service Agency Funding Review Committee.
- PART 2: That the CDBG Public Service Agency Funding Review Committee shall review and consider all funding requests for CDBG Public Service Agency Funding and make appropriate recommendations to the City Council for their consideration.
- PART 3: That the CDBG Public Service Agency Funding Review Committee shall be composed of no more than Six (6) citizens of College Station.
- PART 4: That Committee Members will serve in Places 1, 2, 3, 4, 5, and 6. Upon initial appointment, places 1 and 2 shall serve an initial one (1) year term, places 3 and 4 shall serve an initial two (2) year term, and places 4 and 5 shall serve an initial three (3) year term. Thereafter, each place shall be appointed to three – year terms.
- PART 4: That the City Council of the City of College Station shall have the authority to appoint, remove, and fill vacancies for all members of the CDBG Public Service Agency Funding Review Committee.
- PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

January 26, 2023
Item No. 8.4.
Committee Appointments

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions:

- Architectural Advisory Committee
- Audit Committee
- B/CS Library
- Bicycle, Pedestrian, and Greenways Advisory Board
- Design Review Board
- ZBA

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: This is the annual appointment to our boards, committees, and commissions. A packet containing applications, appointment charts, and tally sheets will be provided under separate cover.

Budget & Financial Summary: None

Attachments:

None

January 26, 2023

Item No. 11.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board, Brazos County Health Dept., Brazos Appraisal District, Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, College Station History Sub-Committee, Compensation and Benefits Committee, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Regional Mobility Authority Board, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None